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REPLY *C-383
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OF

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ROBERT WICKLIFFE,

TO

ROBERT J. BRECKINRIDGE.

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LEXINGTON, KY.

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1841.

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TO THE FREEMEN OF THE COUNTY OF FAYETTE.

THE Rev. Robert J. Breckinridge, who, on the 7th of October, 1840, announced to you that he was here by the Providence of God, and after prayerfully taking counsel from above, had determined that on the 12th of said month, being County Court day, he would meet me, face to face, before you, and vindicate his innocence and prove me a slanderer, has, after a period of nearly twelve months, by the instigation of the Devil, again brought himself into notice, not by meeting me, face to face, before the tribunal he once selected, but by meanly pouring forth his filth on me through the prostituted columns of the Lexington Intelligencer and the Louisville Journal.

Mr. Breckinridge knew how he fared in his rencounter with me before you last year, and anticipated too well what would be his fate if he dared again to meet you and me in open day, to make another effort to pour forth his malignity and falsehood, and therefore has chosen the medium of two papers into which he knew I could get no reply to his falsehoods and abuse, if I would deign to address him personally, or condescend to accept of the columns of the vile sewers of filth and scandal he has chosen to resort to, to glut his malice and circulate his slanders. Yet shall Mr. Breckinridge not escape; and, however much I regret my condition in being again compelled to notice that individual in any way, he has betrayed too much impudence, under the cover of those prostituted presses, in circulating his falsehoods, to allow me what I most sincerely desired, never again to trouble you or myself with a remark about him. I know many have advised me to silence, and to leave the wretched hypocrite to sink under the weight of his own vileness and the castigations his impudence and falsehoods have brought upon him from other and more able pens than mine. No friend I have, my countrymen, can be more mortified than I am myself, that ill fortune has brought me into such a situation, that I have to contend with a creature so reckless and destitute of all truth, and whose impudence and associations embolden him to use language towards an adversary too indecent to receive a reply in the usual style of a gentleman. I know, full well, that he that wrestles with a skunk must receive some of its odour. Of this, my adversary is well apprised, and one great aim he seems to have had in view; in his last address, has been to play the foul-mouthed blackguard in such style that I could not answer him without personal degradation. I know that in noticing his billingsgate, I do myself no good; but, in again nailing him to the post as a counterfeit and a hypocrite, not only a disgrace to his church but to his species, I hope to do some good to others on whom he audaciously pours his venom, and not a little good to that church which harbors within her bosom a miscreant that has brought her to the very verge of dissolution, and whose name will stand upon her annals a disgrace and reproach to all Christians with whom he is permitted to associate.

Before I proceed to notice the pretended defence of the gentleman, it will be necessary that the reader shall be put right as to the origin of my difficulty with this pious son of the church, who, in spite of facts, declares he is only defending himself from my attacks on him.

He states that in his attack on me, in 1830, he was only defending himself and his party against my Circular addressed to you, my then constituents. Is this true or false? I answer false, and he knows it. In that circular there is not one word or sentence that imputes to any set of men or any individual, errors of the heart; there is not one harsh or discourteous expression in it; neither the gentleman nor his pretended party are referred to, nor was such party even known at the time to me. The circular gives a faithful outline of my conduct as your Senator; and among other things, stated that I had opposed the Convention Bill, fearing that it would bring up the unpleasant subject of slavery. Of the individual, Robert J. Breckinridge, I spoke not, nor do I believe that he was, at the date of the circular, an emancipator. But the gentleman having become tired of the restraints his hypocrisy imposed upon him in the church, determined, about that time, to again launch out into the field of politics. He intended to play the double game of shewing out a Clay man in politics, but to be elected by obtaining the Jackson votes against Clarke, for Congress, and to get the Jackson votes, he supposed it necessary to have a row with me. In his new candidateship, he presented himself a Clay man, but my enemy; and finding no other subject about which to raise a quarrel with me, he commenced an assault upon me first about my anti-abolition opinions, and secondly, for my vote on the road bill, and to let the world, particularly the Presbyterians, know that he was a great Sabbath saint, charged himself with having signed a petition to stop the Sunday mails. When I first heard the gentleman had joined the negro party, and was the author of his renowned seven numbers, I was more incredulous and surprised than I should have been if he had turned horse thief or joined a band of highway robbers. Yet, when compelled to defend myself from the written and parol attacks of the gentleman, I did it respectfully, making no assaults or charges against him whatever, nor did one angry or unkind expression escape me, either publicly or privately, relative to either the gentleman or his deceitful and unmanly attack on me. As I have heretofore stated, so silent was I on his outrageous conduct towards me, that even my own household, up to the day of the election, did not know that I should vote against the gentleman. Yet, this man has ever pretended that my defeating of his election in 1830, was the sole foundation for his malignant persecutions of me. But the whole people of this county are my witnesses against him, that there is not, and cannot be found, a human being that I either urged or influenced not to vote for him; yet, pending the election, as I before stated, this malignant biped declared that if he were not elected, he would pursue me with his vengeance through life, and the same fiendish purpose has he repeatedly avowed since his defeat. Unwilling to have an out-break with the creature, I continued to observe towards him, as I always had, the most strict silence, hoping never to have further transactions with him, and, under the providence of God, never even to see him, when in an evil moment, I dropt to his brother William a very kind letter, inviting him to come and see me, and I would immediately secure to his father's heirs, five thousand dollars, from the executors of Col. Nicholas, in part satisfaction for monies paid by his father's executors, for Col. Nicholas to Lee's executors. For this offer, made in a spirit of kindness, the reverend gentleman took occasion to write to me a most insolent and abusive letter, fraught not only with many falsehoods which he knew to be such, but with his accustomed filthy and foul-mouthed epithets. To this letter, I wrote a reply, from which he has made occasionally, not only garbled but false and counterfeited extracts. Here began, and here closed our written correspondence, until the fall of the year 1840.

After the discussions of the gentleman, on the rights of negroes, in 1830, and the trials, condemnations and executions of slaves in the county, the fruits of the gentleman's negro labors, the county of Fayette enjoyed a repose from negro emancipators, and exemption from negro insurrections and crimes, until the summer of 1840, and until my son became a candidate for the Legislature, when a negro party was formed, with a view to defeat his election and to obtain a vote of censure on my conduct. Whether the

gentleman was at the bottom of the intrigue, I know not; but one thing is well known, that is, that many of his partisans were of the party, and now constitute his principal list of certificate men. Another thing is known, and that is, that as soon as it was ascertained that I had resigned, the gentleman was here in proper person, and took the stump in defence of the party, who surrounded him and worshipped him as though he was, what he professed to be, sent from above.

The gentleman, in his proclamation, declared that, after taking counsel of God, he had determined, at the Court house, in a public speech, to refute the slanders I had uttered against him, in my resignation speech. According to promise, the gentleman, after a good deal of manœuvring by his jockies and keepers, presented himself and commenced his harrangue; but as I had not uttered one word or sentence, in that speech, of a personal character, towards the gentleman—had in no manner detracted from his character as a speaker—had not even spoken of the gentleman's private life or habits, in any way—in fine, as I had uttered no one word that one gentleman might not have spoken of another, without giving offence—as I had only stated what he dare not deny, that he had, in 1830, first published certain essays on negro rights, and then maintained the same doctrine before you, by addressing you through the canvass of that year—the gentleman, when he commenced, found himself wholly at a loss how to gratify the high expectations of his negro party. He for a while attempted to make a false impression on the people, by reading both his own and my publications falsely—to make even a literal variance between what he had published and what I had ascribed to him; but he soon found that his trick would fail him, and then, instead of proving that one word I had said or uttered was not strictly true, as to what he had both written and said—indeed, without attempting, (except in a single instance, by false reading) as I before stated, to prove that I had said any thing against him not strictly true; without alleging that I had said any thing of him personally offensive, or had in the slightest manner, alluded to his private affairs or character, the gentleman proceeded, with foul mouthed epithets, to assail not only my public and professional life, but my private life and conduct, even to my relations with my wife and children. A course of debate so uncalled for, and conduct so brutal on the part of the reverend missionary from heaven, not only demanded at my hands the appropriate chastisement, but received it. It was, I think, pretty generally believed that the gentleman, having fared badly, would scarcely make another effort before the freemen of the county of Fayette. In this conjecture, my friends were right; but the columns of the *Intelligencer and Journal* have opened to him avenues to vent his malice and falsehoods, of which he has availed himself, and by which he hopes if he cannot deceive all, to mislead some, as to the real issue between us; and by drawing public attention to the certificates of old women, old doctors, and his partisan keepers, to elude the fate which truth and justice demand for him. More of this artifice hereafter.

In the gentleman's famous, or infamous speech of October, 1840, at the court house, he stated, in substance, first, that I was a poltroon, and would not have dared to say and publish of him, what I did, if I had not known that his hands were tied by his conscience and religion. Second, that I was a champerner, and guilty of taking by law, from the occupant, his home and fireside. Third, that I was dishonest in my private dealing, because I had pleaded the statute of limitation, to a suit brought against me in the Fayette Circuit Court, by a manufacturer, for clothing furnished me for my negroes. Fourth, that I had meanly refused to pay turnpike gate fees, and had sued the company because they would not allow me a privilege not allowed to the other citizens of the county, of passing, with my negroes, stock, &c., free of charge. Fifth, that I, myself, was both an abolitionist and an amalgamationist, and had not only set slaves free, but authorised my wife to set them free. Sixth, that in defending Moses, the slave of Joseph Rogers, I had attempted to ruin the character of an injured orphan, and behaved so outrageously that the people were about to mob me. And seventh, that I had, from the death of his

father, been the retained counsel of his administrators, until his brother Cabell had become Trustee for the estate, and that I was then retained by him, and afterwards, when the reverend gentleman obtained the Trusteeship, that I was his retained counsel until the year 1830, when, for an abuse of trust in me, he felt it his duty to come to an open rupture with me.

I will now briefly notice each of those charges in detail, giving an account of my former reply to each, and some reference to the gentleman's last efforts in relation to each and all of them, first calling the attention of the reader to the nature of this vile catalogue, and ask if the history of discussion exhibits its parallel?

I had stated that the gentleman had written certain numbers against domestic slavery; I had said he made divers speeches against domestic slavery; I had spoken of the nature and import of his written numbers; I had said that the late John Green and others as well as the gentleman, had attacked me for my pro-slavery opinions; and that on an issue taken between myself and the gentleman, in 1830, the verdict of my county was with me. He comes, as he declares, to vindicate himself, not from private calumnies, but against the construction placed by me on his writings and public speeches; but, instead of confining himself to disproving what I said, he brands me with cowardice, and not only brings before the world our private relations, but becomes my accuser, and stands sponsor for divers allegations of offences which I have enumerated.

To the first charge, that of cowardice, and the boast of what he would do with me if his hands were not tied, being a parson, I remarked, by way of reply, that I had never boasted of my courage, but had always by being prudent, used enough of it to defend me from insult from a gentleman, and enough not to deny redress, when called on for it; but that the gentleman ought not to boast of what he had been at the pistol; first, because it ill become his cloth, as a missionary from heaven, to talk of his former dexterity in committing fashionable murders; secondly, because the courage of which the gentleman boasted never existed; that the gentleman when not a clergyman, proved himself to be as successful in skulking out of a fight as in strutting into a quarrel; that he had, in the presence of ladies, insulted Dr. Flournoy, a youth of equal standing with himself, both as to person and family, for which the Doctor, according to the laws of honor, demanded satisfaction, which the fiery parson thought prudent to decline; that a refusal was not what the Doctor intended to take, but after posting the chevalier a coward, all over the metropolis, took the street in search of the parson's corporation; that the pugnacious missionary from heaven, thinking prudence the better part of valor, shut close the doors, and tied himself fast to the apron strings of the lady before whom he had given the insult; that the Doctor's posting of the gentleman gave me the first information that he had a long J in his name, which I presumed the gentleman had assumed in addition to the name his father had given him; expressing, at the same time, my indignation at the infamous conduct of the gentleman in referring to the fate of my eldest son, and, when a preacher of the gospel, to charge me with cowardice, and boast of his former prowess and terror to cowards. Here the reader will see that whatever was personal in what I said, was in answer to an unfeeling effort on the part of the preacher to wring my heart by reference to the death of my son, who had fallen in a duel, and an answer to his fiendish grin and boast that I dare not say what I had said, but for his hands being tied. I agree that Mr. Breckinridge's being a coward was no business of mine, and that for me to have referred to it at my time of life, without provocation, ought to have infamized me; but when Mr. Breckinridge branded me with cowardice, I had a right, in self defence, to say, that is untrue, and you are a coward. So, when he boasted of what he once was, and how I would then have cowered before his prowess, as matter of defence, I had a right to say, you vile braggart, when you gave an insult, you yourself cowered before your equal, and when pushed by him, you, *ran like a man* rather than be *whipped like a dog*. But Mr. Breckinridge says I am a slanderer of him, after admitting that he refused to fight, and not denying that the Doctor housed him and posted him.

He says that he did write an apology to the Doctor, which the Doctor would not accept; but insisted on a fight, and that, he still refusing, the Doctor then posted him a coward; but that this at last stirred up the war like parson to the sticking point; that he put on sword and buckler, and armed himself with poniard and pistol, that Col. Thornton (Harry Thornton, I suppose,) acting as his friend, assisted in arraying him for blood. But, oh! mishap, just as the parson was about to meet the furious Doctor, and bring on the tug of war, one Master McKinney issues a summons for brothers Breckinridge and Flournoy to appear before the Lodge; the effusion of blood is stopped; the warrior, Breckinridge, sheds his arms; the Lodge decides that brother Flournoy ought to take brother Breckinridge's apology, and there the bloody affair ended! This is Mr. Breckinridge's own version of the affair, by which he says he marks me a gross liar and slanderer. Indeed, parson, is it true, as you say, that after the long J was posted in Frankfort, from the capitol to the bar room, after you were *holed* in your house, that you held converse with your infuriated antagonist, referred the matter with him to the Lodge, and had your humble apology decided sufficient? Sir, is this your chivalry? I only said you thought prudence the better part of valor, and that he that was in battle slain, could never fight again, but that he that run away might live to fight another day. If you could not fight, you did right to run, but I would have run my legs off sooner than to refer my apology to the Lodge, with the long J hanging out at every corner of the metropolis. Not to fight, is Christian, and I admit the propriety of your lecture, where you ask me if it were not better for you not to have killed the foolish Doctor. I never blamed you for not fighting; I never in my life spoke of your running, until you boasted of your prowess. The crime consisted in a parson's disgracing himself and his church, in playing the braggart—in a coward's attempting to disgrace me, by alledging my want of courage. Where there has been any hanging in a family, there should be no mention of ropes. Where a fellow has been pilloried and whipped for stealing himself, he should not boast of his honesty and charge dishonesty upon others. A fellow disgraced and posted for cowardice, has no right to strut at old age, and say you coward; and, if he does so strut, the injured and insulted has a right to say, it ill becomes you, you dastard, to boast of your exploits with the pistol, after strutting into a quarrel, slinking out of the fight, and running and hiding yourself like the timid hare, until you were posted and advertised as a stray from all the pales of honor.

But the gentleman in his last effort, charges me with falsehood, in saying, that his father only named him Robert, and gets his mama to certify that he was verily christened Robert Jefferson, at the special request of Mr. Jefferson himself. Here I beg the gentleman's pardon, I never said his father did not call him Robert Jefferson. I only stated, that the first time I ever knew he had the long J to his name, was when I saw it in Doctor Flournoy's advertisement, posting him as a coward, and in that I was sincere. I beg the reader to see the declaration I drew with his brother Cabell at my elbow, against his aunt Meredith. I there call him just plain Robert; it may be true, that he really was christened with a long J to his name, and that the old lady mother, at Cabell's Dale, on Elkhorn, in 1800, heard Mr. Jefferson specially request that he should have the long J, all the way from Carter's mountain in Virginia. It may be all true that Letitia Preston, a Presbyterian, stood sponsor for the long J to an Episcopalian clergyman. But if ever I meet my relation and old friend Mrs. Floyd on this side the grave, I shall not fail to tell her what a hopeful God son she has, and how much she has failed in her promise that he should keep his tongue from evil speaking, lying and slandering, until she presented him to the Bishop for confirmation.

The next unprovoked assault the gentleman made upon me, was that I was a professional champerner and maintainer of suits, and had by such guileful and covenant means deprived the occupant of his home and fireside. Here was a direct imputation on me as a lawyer and citizen, of a matter totally irrelevant to any thing I had said of his negro transactions, negro speeches, or his negro books. Well, how did I reply?

Not by bringing up his conduct or character disconnected with his charge against me; I retorted in substance by saying, it ill becomes you, sir, to alledge against me as a crime, that I have carried on suits for parts of the land, in contest, when your father was a champerner of the very kind for which you attempt to make me odious; for report, nay, history is, that he was the author of the Act of the Kentucky Legislature that made champerty and maintaine lawful; and under that Act, laid the foundation of that fortune he left you at his death. That the first—the very first time I ever was concerned with champerty suits, was as successor to your father, in which I closed his business; and you and the rest of his family inherited, and now have the proceeds of his champerty through my labors. True, that although I had often defended the occupant successfully, in a practice of more than forty years it had often happened that I was counsel for the successful claimant under our land laws, and sometimes interested with him; in this I violated no law, but it frequently happened that I had felt deeply for the evicted occupant; and never had my heart been more wrung than in the ejection of the gentleman's aunt, old Mrs. Meredith—his father's beloved and only sister; that Mrs. Meredith was married badly, her husband being dissipated and improvident, to such an extent, that as she informed me, he was about to sell out his land on Elkhorn, and tear his wife from her brother, and settle her in the then wilds of Green River. To prevent which, Mr. J. Breckinridge, the gentleman's father, raised up a nominal claim against Samuel Meredith as security to his own father, Col. Samuel Meredith, of Virginia, on which he first obtained his bond as security to his father for three hundred and fifty-five acres of land on the north side of Elkhorn, and then by the aid of his sister, Mrs. Meredith, for her exclusive benefit, prevailed on S. Meredith to make to him a mortgage for 355 acres of land lying between the houses of Breckinridge and Meredith, with the sole object of securing to Mrs. Meredith a home. That after his death the mortgage was found, and his heirs, (the Rev. gentleman being one) got me to bring suit for the property. That I recovered judgment for them, and that the reverend gentleman wanted me to bring suit for the mesne profits; but this I refused to do, being satisfied that the claim to the land on the part of Mr. Breckinridge's heirs was unjust, not only from competent evidence, but from the statements of Mrs. Meredith, a woman of character and veracity, who often detailed to me the circumstances with tears in her eyes; and that while old Mrs. Meredith slept with her brother in death, the gentleman having acquired the 355 acres at a price merely nominal, of the other heirs, now struts lord proprietor of Mrs. Meredith's land and labor; that this land thus plundered from his aunt is the place and land he boasted he had come to visit. On this retort, the gentleman in page 13 of his last libel, discourses as follows:

"These are bitter things; and whether they have any relevancy to prove that I was the author of the act of 1833, or not, if they were true, I should confess myself that detestable wretch, which, every upright man must pronounce him to be, who could bring them, knowing them to be false. I frankly take issue with you then, upon this case as put by you. If what you say, be true, I confess myself *infamous*; if it is false I hold you to be everlastingly disgraced."

Now, gentle reader, can you not perceive that this fellow is, under conscious guilt, playing the braggart. After staking his infamy on the one side, against my everlasting disgrace on the other side, he exclaims:

"I produce then at once the highest of all proof, in the most undoubted of all forms. Hear it—and if you are not dead to all honor, hide yourself forever from the haunts of men."

And what is this high proof? Why, it is Harry I. Bodley's certificate, that on the 30th of June, 1814, as an Attorney at Law, I brought an action of ejectment for John Breckinridge's heirs, (the gentleman being one, omitting the long J,) and that I obtained judgment for them at the March term, 1817, for 355 acres of land, on the waters of Elkhorn, and that the lessors of the plaintiffs, (the gentleman being one) issued a writ of

possession, and on the 1st of March, 1821, turned Samuel Meredith out of possession of 355 acres of land. That on the 20th of November, 1821, the lessors of the plaintiffs, the reverend messenger from heaven still being one, in his veritable name of Robert J. Breckinridge, by Richard H. Chinn, brought an action of trespass, for the rents and profits of the ten farms recovered, and for waste, &c. committed on them.

Now, is not this the highest of all proof—precisely what I stated in my speech? Does it not prove that I brought the suit, and obtained the judgement for the gentleman; and that he turned Meredith out of possession just as I said; and that after I obtained the judgment, that I would proceed no farther; and that the gentleman employed Mr. Chinn, sued for the mesne profits, wastes, &c. &c., and as I said, paid the costs? Yet upon this certificate, conforming substantially, if not literally with my statement, has this brazen slanderer presumed to denounce me for wilful falsehood, and as unworthy the society of men. But reader, I pray your patience while I bring this reverend *prop* of the church still farther in your view. On page 13, he proceeds to say:

“So that in point of fact, neither my aunt nor myself had any thing to do with this matter.”

My countrymen, you can but see that this individual is trying not only to convict me of mistatements; but to throw the whole odium of the plundering of his aunt upon the other heirs, especially upon his deceased brother Cabell. That he not only pleads his infancy—but utterly denies, that he ever had any thing to do with the matter. Now, before I convict this reckless being under his own hand, of positive falsehood, I beg leave to state a few facts known to all, who recollect Cabell Breckinridge, which will go far to relieve him of the odium his hopeful brother is attempting to heap upon him. From the time Cabell Breckinridge undertook the agency, until he left the county, he transacted but little of his father's business. And after he left the county, I do not believe he ever meddled with it, except in a limited degree.

Dates become important.—In August, 1820, Gen. Adair was elected Governor of Kentucky, and appointed Cabell Breckinridge his Secretary. In the month of September, Cabell Breckinridge took upon himself the duties of Secretary of State, removed to the seat of Government, and never, so far as I know or believe, interfered with the Meredith contest again, until the day of his death, which happened in the summer of 1823. From the time that Cabell Breckinridge removed to Frankfort, until I washed my hands of the whole business of the Breckinridge family, no human being except the reverend gentleman, ever visited me, or consulted me as the representative of the rest of the heirs. He has stated that I said, of him I knew nothing; this is a trick of the gentleman. When speaking of him, I did say, that until the gentleman returned from college, of my own knowledge, I knew nothing; but I added that what I had heard from others was unfavorable. This is true—and this he took care to omit.

After his brother left here, he was, as far as I know, the sole agent and manager of the suits here. The gentleman says he had no power to act. What a falsehood! Who or what controlled him? He was an heir, and of full age and to spare, when he brought the suit against his aunt for mesne profits. He was not, nor could he be affected by the very limited power Cabell Breckinridge had under the acts of assembly. It is also due to the memory of Cabell Breckinridge, for me to say, that I have no reason to believe, that at the time he ordered suit, and obtained the judgment for his father's heirs, that he was at all acquainted with the special trust, between his father and aunt not so with the reverend gentleman, when he took up the business; for from 1821 to the day he finally effected the ouster of his aunt in 1826, he knew every thing about the claim and its incidents. And now reader, recollect that the reverend gentleman has declared, that if what I have said of his aunt's statements, are true; that he is infamous. He has even declared, that the descendants of his aunt disavowed my statements, as coming from her; that so far from his having any hand in taking from his

and on her death bed, received from her a pledge of her undying confidence and affection. Stand to your word, my reverend good sir, and my word for it, you shall be as infamous as you ought to be.

Reader, here follows the Bill, the whole Bill in Chancery, filed by Mrs. Meredith. The original is in the hand writing of the late Wm. T. Barry, well known to you and to the American people. My countrymen read it—and read it you guilty wretch, Robert Jefferson Breckinridge!

To the Honorable, the Judge of the Fayette Circuit Court, in Chancery sitting:

Your orator and oratrix, Sammel Meredith and Eliza T. M., his wife, respectfully sheweth, That about the — day of — they removed from the State of Virginia, and settled on the tract of land where they now reside, in the immediate neighborhood of the late John Breckinridge, dec'd. upon a Military claim of the late Colonel Samuel Meredith, the father of your orator. That on the 8th day of March, 1790, said Col. Meredith sold and conveyed six hundred acres of land out of the above tract of 2000, all on the North side of Elkhorn, to the said John Breckinridge, as will appear from the deed hereby referred to. That about the — day of — the said Col. Meredith, his said tract of land to his son Samuel, your orator gave. That about the 6th of March, 1790, upon the supposition that there was a deficiency in the six hundred acres of land conveyed as above to John Breckinridge, the said Col. Meredith gave his bond, with your orator as security to make good the deficiency if any, as will appear by referring to said bond, a copy of which is herewith filed as part of this bill. That subsequently thereto, under a misapprehension, your orator sold part of the land conveyed as aforesaid to John Breckinridge, viz: The 600 acres, to a certain — who sold to — Clarke. That your orator contracted to sell said — and he afterward to Clarke, the quantity of 221 acres, but it was found at a subsequent day, viz: in August, 1797, that the boundaries only contained about — acres, and the said Clarke sued your orator for the deficiency which suit was afterwards referred, and by the award of arbitrators, your orator was compelled to pay for said deficiency at the rate of — per acre as will appear by referring to a copy of said award herewith filed, as a part of this bill. That shortly after it was discovered by the said John Breckinridge, that your orator had sold as above, part of his 600 acres, he was displeased about it; and said Breckinridge wrote a letter to Col. Meredith on the subject, stating amongst other things, that your orator had improperly sold the better part of said 600 acres, and that the purchaser, Clarke, threatened to sue your orator, and that if he did he would certainly recover the full value of the lands with its improvements which would certainly ruin your orator; said Breckinridge declaring that he would not yield the title on his part, no matter what the consequences might be, to your orator, unless he, Col. Meredith, would indemnify said John Breckinridge, proposing the mode of effecting the indemnity, and suggesting the names of credible persons to ascertain the amount of remuneration that said John Breckinridge was entitled to, for the land sold to Clarke as aforesaid. The complainants charge, that this indemnity was given, and that at a future day, the said John Breckinridge was satisfied and paid by the said Col. Meredith, for the land sold to Clarke. The complainants, for greater certainty, refer to a copy of said letter, dated 17th July, 1791, hereto annexed as part of this bill. The complainants, as an evidence that satisfaction was given to said Breckinridge, and that he was fully indemnified for the land sold Clarke aforesaid, would state; That said John Breckinridge did afterwards, viz: on the — day of —, acquiesce in the sale to Clarke, and confirmed the same; and that after the date of said letter, the said John Breckinridge acted as the agent and attorney in fact of said Col. Meredith in the sale of lands of his in Kentucky; and that large sums of money, the proceeds of sales, passed through the hands of said Breckinridge to said Col. Meredith. The complainants also state that said Meredith was at that time and continued till his death, to be a man of ample fortune and with abundant means for the payment of all demands against him. That on the other hand, your orator from the imprudence and indiscretion, too often incident to the sons of wealthy and indulgent parents, had involved himself and was at that time laboring under debts contracted before his marriage, and to settle which, he was ultimately compelled to make great sacrifice of property, as will appear from the letter of John Breckinridge to Col. Meredith. That the embarrassed situation of your orator, his previous youthful indiscretion and apprehended future imprudence was the source of great and continued uneasiness to his family and friends. That that uneasiness was strongly felt by the said John Breckinridge, and often expressed by him. That between your oratrix and her said brother John, there was uncommon affection; the natural impulses of affection were heightened and fraternal anxiety endeared on the part of her said brother on account of her being an only sister, and thus peculiarly circumstanced; remote from her other friends, not even capable of affording aid in case of necessity. That she had the utmost confidence in her said brother, and so had your orator.

Your oratrix looked on him in the character of a most affectionate brother, a benevolent and enlightened friend, whose heart prompted him to act for her, and whose understanding could devise sure places for her safety. That added to all this, her brother was, of all men, the most exact and particular in his transactions, and remarkable for making written memorandums of what concerned his own estate, and that of his friends entrusted to his care. That the friendship between your oratrix and her said brother, continued with increased affection until the day of his death, your oratrix being much with him during his last illness, which was a protracted one.

The complainants would further state, that about the — day of —, your orator being, from some cause, dissatisfied, resolved to move to the Green River country, and preparatory for it, adver-

tised his land for sale. This was the cause of much inquietude and unhappiness in the family, and with their friends, it awakened in a particular manner, the apprehensions and fears of your oratrix's mother, and her said brother John Breckinridge. How to prevent his removal, or in case he persisted in that course—how to secure and procure a home for your oratrix, was the subject of anxious solicitude. That frequent conversations took place of a confidential nature between your oratrix, her mother and brother John; to the latter, your oratrix looked for friendly care, and submitted all to his prudence and judicious management. It was then suggested that the deficiency of land, in the 600 acres sold her said brother by Col. Meredith, and the portion that had been improperly sold to Clarke, by the husband of your oratrix aforesaid, and the circumstance of her brother's holding a bond as above stated on Col. Meredith, with the said husband as security, might with propriety and probably success, be made the grounds of a satisfactory arrangement; although it was then understood, that said John Breckinridge, if not then satisfied, was to look for ultimate responsibility to Colonel Meredith, and that the sole object of the arrangement was to secure a home for your oratrix, and to guard it, as her trustee, against the future imprudence of her said husband. Accordingly with this understanding, and by the procurement of your oratrix, a letter was addressed to her said husband, by her brother, dated the 1st of August, 1796, as will fully and at large appear by a copy of said letter hereto annexed as part of this bill.

The complainants state, that the conference invited by this letter led to an arrangement, in consequence of which, a bond was executed on the 9th day of September, 1797, for the conveyance of 355 acres, upon the conditions therein mentioned, and a conditional deed of mortgage was also executed by your orator for aforesaid 355 acres of land, as will appear by said bond and deed, attested copies of which are hereto annexed as part of this bill. That in the treaty between her said husband and brother, it was the object of her said brother, to have got for your oratrix 355 acres of land, including the mansion house; and exertions were made to that end, but her said husband would not agree to it.

Your orator has every reason to believe, and the complainants expressly charge: That said John Breckinridge did, at the date of said mortgage, make a memorandum in writing, signed with his own hand, expressing fully and particularly the nature of this transaction, by which memorandum it was distinctly alledged, that the above land was held in trust by him, for the use of your oratrix and her heirs, which was kept among his papers, and all signed to secure the right of your oratrix and her heirs, in case any accident should happen to said John ————. The said complainants have reason to believe, that the said writing not being found by the executors of the aforesaid John, has been lost or mislaid, and that the same cannot now be had. Your oratrix says, that in talking on this subject, her said brother John frequently told her not to be uneasy about the land, that it was secured to her and her heirs, and that no one could deprive them of it. That the said brother John, gave similar assurances to others, and particularly to their brothers James and Robert; and that in consequence of her brother's kindness in this particular, and others towards your oratrix, her brother James made provision for their brother William, in Virginia, who was unfortunate and required aid. The complainants, and your oratrix, in particular, state that this arrangement was not designed to defraud creditors, as her said husband had ample means besides the said 355 acres of land. That it was not calculated or designed to injure her said husband, as the land was to be secured to your oratrix and their children.

It was intended as a prudential arrangement to save so much of your orator's land, for the use of his family, against the damages of his future indiscretion and imprudence. Also it was intended to provide a home for your oratrix, near to her said brother and trustee, and to prevent your orator from selling his land and moving away as he contemplated. That owing much to this arrangement, your orator declined removing, and has continued to reside on his said tract of land ever since, enjoying together with the other part of the tract, the said 355 acres, without hindrance or molestation of said John Breckinridge, or any other person whatsoever, receiving the rents and issues of said 355 acres of land, and having made lasting and valuable improvements on the same. That the said John Breckinridge resided on a tract adjoining a tract of your orator, until the time of his death, which happened on the ——— day of ————. That he never in his lifetime, set up any claim to said land, except as the trustee and friend of your oratrix. That the said John frequently acted as the agent for the complainants in relation to said land, and especially in the year 1800, when the complainants were in Virginia, the said John, as agent for your orator, Samuel, rented out part of said 355 acres, by written lease, to a certain ———, as will more fully appear from said lease, hereby referred to, as part of this bill. The complainants continued to enjoy the said land with its rents and issues peaceably, until about the ——— day of ———, when the heirs of said John Breckinridge, dec'd. (who are prayed to be made defendants hereto,) viz: Joseph C. Breckinridge, John, Robert, William and James Breckinridge, David Castleman, and Mary Ann his wife, instituted an action of ejectment against your orator Samuel, for said land, and having the legal title as aforesaid—obtained a judgment at law for the land—and will proceed to sue out a writ of possession and oust the complainants, and take possession of said land, unless restrained by injunction from this Court, all of which is contrary to equity and good conscience. In tender consideration whereof, &c. and for as &c. to the end that said defendants may, upon their corporal oaths, full, true and perfect answers, make to all and singular the allegations of this bill, as if herein again repeated by way of interrogatory. That the premises considered your honor will grant an injunction to maintain your oratrix in the possession of said land, and to prevent the said heirs of John Breckinridge, dec'd. from entering on or taking possession of the land until the further order of this court. That on a final hearing, your honor will decree an execution of said trust, by the said heirs of John Breckinridge agreeable to the contract of their said ancestor, and such other and further relief as the nature of this case requires, and as may be compatible with equity. And as in duty bound, your orator and oratrix will ever pray, &c.

FAYETTE COUNTY—SCT:

Sworn to before me, by the above named ELIZABETH MEREDITH, agreeable to law, this 18th day of February, 1821. Given under my hand.

JOHN BRADFORD, J. P. F. C.

KENTUCKY, Fayette Circuit Court—SCT:

The within and foregoing Bill in Chancery (of Samuel Meredith and wife vs. John Breckinridge's heirs,) is truly copied from the original on file in my office.

HARRY I. BODLEY, Clerk,
By Jo. R. Megowan, D. C.

In this bill, Mrs. Meredith states, in substance, that the Mortgage was procured by her brother with her influence over her husband, for her use, and under the most solemn assurances of her brother, that the land should be forever her own, as a home for herself and her children—that her brother was only to exercise a right of trusteeship. The bill further charges that Col. Meredith had fully paid John Breckinridge every farthing he owed him on the bond to which Samuel Meredith was security, which was made the pretext for the mortgage. It also charges that John Breckinridge afterwards acted as agent for Col. Meredith, and that large sums passed through his hands as such agent. The bill further charges, that John Breckinridge, before his death, according to his promises to his sister, made, and left among his papers, a paper written and signed by him, shewing the intent with which he took the mortgage, and his sister's right to the land. It alledges many other important facts, all tending to prove, incontestibly, that John Breckinridge never thought of depriving his sister of her property, and that the reader may have a full and better view than I could give by extracts, I have inserted it at length. To this bill, Mrs. Meredith, not Samuel Meredith, annexes her solemn oath. The gentleman has admitted that his aunt was a woman of exemplary piety and strict veracity. Here is, therefore, the oath of a pious Christian, an aged matron of spotless purity of character, of admitted intelligence and veracity, in which the deponent, of her own knowledge, as actor and party in what she swears to, swears to every allegation in the bill. Now, gentle reader, is not the gentleman driven to admit, that if his aunt is to be believed when on oath, that he has availed himself of his father's death, and that of Col. Meredith also, to strip that aunt of a home provided for her by his father? Must he not admit—if not, is he not compelled, on his own admissions of her veracity, to admit his own vileness, in taking advantage of his aunt, and, without one cent paid her or her children, possessing himself of her land and labor? That he has wronged, cheated and defrauded Mrs. Meredith, is most certain, unless she, instead of being what she was and what he has admitted she was, a pure and spotless Christian, lived with perjury on her tongue, and died with perjury on her soul. But is the solemn oath of this pious parson's aunt, and the facts that sustain her, (from the whole conduct of his father, from 1790, when Samuel Meredith, the elder, first gave John Breckinridge his bond, with his son as security, to indemnify him for the loss on the contract for the 600 acres of land,) not enough? Let us then hear his own father, speaking from the grave. Mr. Breckinridge writes to Samuel Meredith, as followeth:

So long as you continue to hold your land, I shall contrive to look to your father, and not to disturb you; but if you are determined to sell, I am determined to do myself justice. I shall, unless you discontinue your advertisement, send an advertisement to Stewart to insert under yours, denying your power to sell, until my land is laid off agreeable to your bond.

In a matter of such consequence, I think it necessary to speak plainly to you. I consider the happiness of my sister, (which is very dear to me,) to be deeply involved in this project. Moreover, I am now about to take a journey in a few hours, &c. * * * to be absent some time.

I conjure you to reconsider this measure. You have a very promising rising family. You are in as fair a way as any man, to be soon handsomely and genteely situated. You have a seat inferior to none in the State. You are in a genteel and agreeable neighborhood; and in a situation to educate your family as well as you could wish. Your wife is among all her relations and acquaintances, and happy where she is; and what are you about to exchange all this for? A country you have never seen—a country when you do see, you will see filled with nothing but hunters, horse thieves and savages, and a country where wretchedness, poverty and sickness will always reign. If you consider my ad-

vice worth value? I request you to take it in this instance. If time should prove to you it was bad advice, I will agree never to obtrude another upon you. Yours. &c.
August 9th, 1796. J. BRECKINRIDGE.

KENTUCKY, Fayette Circuit Court—Sct:

The foregoing is a true extract from an original letter of J. Breckinridge, to Samuel Meredith, on file in my office, in the chancery suit of said Samuel Meredith vs. J. Breckinridge's heirs.

HARRY I. BODLEY, Clerk,

By Jo. R. Megowan, D. C.

Will this still not do? Then let us hear what the pious parson's illustrious uncle speaks to him from the tombs of the dead. We will present again to his eye, and now for the first time to the eye of the reader, the deposition of Gen. James Breckinridge, of Virginia, as followeth:

The deposition of James Breckinridge, of Botetout county, and State of Virginia, taken at his house by the consent of parties, as appears by the annexed agreement, to be read as evidence in a suit depending and undetermined in the Fayette Circuit Court, for the State of Kentucky, wherein Samuel Meredith is complainant, and the heirs and representatives of John Breckinridge, dec'd. and others the defendants. The said deponent being of lawful age, and sworn, depose and saith in answer to interrogatories put to him, by the counsel of the complainants, that the said John Breckinridge (who was the deponent's brother,) did often relate to this deponent in his life time, and his fears that the complainants imprudence would bring his family to poverty, to prevent which, he has made some unavailing efforts to reserve some portion of his estate for their use, by having it placed out of his control.

In the winter of 1796, and the succeeding spring, he spent some time with this deponent in the city of Richmond, and at the deponents house, when the subject was mentioned. He then stated, as well as deponent recollects, (it may have been at some anterior period, but this deponent speaks with confidence as to the import of the consideration) that Col Meredith, the father of the complainants, was bound to him for a deficiency of land, which he had sold to him out of his military tract lying on Elkhorn, in Kentucky, for which the complainant had also made himself liable; that as he found he could not obtain indemnification from Col. Meredith without litigation, and as well as he remembers, subjecting the complainant to the suit of his father, for remuneration in the want of a necessary agent herein, which he threatened to deduct an equivalent amount from the portion of his estate, which he meant to give him; he, the said John Breckinridge, said he would endeavor to use the claim, as a means of recovering as much of the tract of land, on which the complainants lived, as would save a home for his sister (the wife of the complainant) and family.

In the fall of the year 1799, this deponent made a visit to his friends in Kentucky, when he spent some time with his said brother. Then also, the same subject was mentioned, and he told this deponent that he had at length succeeded with the aid of his sister, the wife of the complainant, in securing part of the tract of land, on which the complainants lived; that his first attempt was to incur that part on which they lived, but the complainant not consenting to incur that part of the tract, he had taken incumbrance on as much as he would incur; and that although it was but a part of the tract, and that too, not the most valuable, yet it might have the effect of preventing the complainant from selling the residue, especially as he had said he had assured the complainants, that his object was to secure a home for his family, and that as long as he continued to hold the tract, he the said John, would not distrust him, but look to his father, and that, at all events, it had the effect for the present, of breaking up his project of selling and removing to Green River. This deponent being thereto interrogated, says that he feels confident, that if the said John Breckinridge had not have been influenced by the aforesaid views in the transaction aforesaid, he would not have taken the incumbrance. Independent of his declarations made to this deponent, his love for his sister and her family, and his anxiety to secure a living for them, would have forbid his taking from them what Col. Meredith was bound for and amply able to pay. The deponent being thereto interrogated, further says, that he does not recollect that he ever heard his said brother say, that he meant to give the aforesaid incumbered property to his sister, for the use of herself and children absolutely, but from the spirit and turn of the various conversations upon that subject, that impression was certainly made upon the mind of this deponent, and he does believe, that if he had made a will, it would have contained a provision for that purpose. The land had cost him £60 per hundred acres. The deficiency as this deponent understood, was about 300 acres; he could therefore only receive the purchase money for that quantity and interest from Col. Meredith, and the land which he took an incumbrance on from the complainants, sometime between the years 1796 and 1799, was worth in the latter year, as this deponent was told, about £5 or £6 per acre. This deponent's knowledge of the heart and principles of his brother, utterly forbids the belief, that he would have used his influence and that of his sister, to induce the complainant to do an act so ruinous to him under the mask of friendship. This deponent would also further add, by way of elucidating the views of his brother in the aforesaid transaction, that about the aforesaid period, there was another branch of the family equally dear to him, and this deponent who resided in the State of Virginia, and required their aid more if possible, than the complainants required the care and vigilance of this deponent's brother. In the various conversations which occurred between him and this deponent on these subjects it was fully understood between them, that if he would, as was expected "keep matters straight in Kentucky, I would do the same here," and in execution of this contract, this deponent made advances to a greater amount than the value of the aforesaid land rated, as the purchase money and interest up to

the year 1799, when his said brother told him of the footing on which he had placed his claim against Col. Meredith. These advances this deponent don't expect to be replaced. They were not made with that view, but with the same view that this deponent supposed actuated his brother in the above mentioned and other transactions. This deponent begs to be pardoned for making a slight digression for the sake of doing what he conceives to be an act of justice, to the representatives of his deceased brother. He hopes that what he said, may not be interpreted into the slightest reproval of them, for having asserted their claim to the above mentioned property. They found the evidences of the claim amongst his papers, and doubtless knowing nothing of the motives and circumstances which gave rise to it, even blameless at least, if some of them were not legally bound to take measures for its recovery. This deponent, not being further interrogated, saith not, &c. [This deposition consists of 6 pages.]

JAMES BRECKINRIDGE.

VIRGINIA, Botetout County - to-wit:

This day personally appeared before us, Justices of the Peace, in and for the county aforesaid, James Breckinridge, and made oath that the above deposition, written wholly by himself, contains the truth to the best of his knowledge and belief. Given under our hands this 22d day of December, 1817.

MATTHEW HARVEY.
JOHN MOORE.

FAYETTE CIRCUIT COURT, Clerks Office:

I certify that this deposition is truly copied from the original on file in my office, in the old suit of Meredith, &c. vs. Breckinridge, &c.

HARRY I. BODLEY, Clerk,
By Jo. R. Megawan, D. C.

I am informed that Gen. Robert Breckinridge, another brother of John Breckinridge, gave, if possible, still stronger proof of his brother John's confessions and statements that the mortgage was a mere sham, and only intended for his sister's benefit; but this deposition has by some means disappeared. I will add to this, that the bill of Mrs. Meredith was filed in the year 1821, and remained on the docket until 1826, not one of the Breckinridge family—no, not even the reverend gentleman himself, daring to venture an answer denying its truth, *under oath*. And, again, let us trace the footsteps of this pious preacher, in his approaches farther upon his aunt's rights and home. I will for that purpose lay before you a paper signed by the gentleman's own hand, Robert J. Breckinridge, and his lamented, persecuted and sainted aunt, Elizabeth Meredith, in the words and figures following:

It is agreed between Elizabeth H. Meredith and Robert J. Breckinridge, as follows: The said Meredith is to dismiss her suit in Chancery, in the Fayette Circuit Court, and to abandon her claim to the land; and Robert J. Breckinridge is to dismiss the suit at law, brought by John Breckinridge's heirs against Samuel Meredith's heirs, for the mense profits and waste. This 14th July, 1826.

ELIZABETH MEREDITH.
R. J. BRECKINRIDGE.

Test,
DAN'L. MC. PAYNE.

A copy—Att. H. I. BODLEY, Clerk,
By J. R. MEGOWAN, D. C.

By this paper, the prayerful parson, falsely pretending that he had then a suit against his destitute aunt, for mesne profits and for waste, &c., running back to the date of his title, in which he would overwhelm her with costs and damages, extorted from her not only a dismissal of her suit, but a relinquishment of all claim to the 355 acres of land. Here ends the tragedy of the sacking and plundering of Mrs. Meredith, by parson Robert Jefferson Breckinridge; and, reader, let the curtain drop, and the grave, for the moment, close upon the view of this persecution and robbery of a destitute, feeble and pious old woman, by her griping and unfeeling nephew, and hear the gentleman and myself settle our accounts; but bear in mind what I stated as to Mrs. Meredith's statements to me of her difficulty with her nephew, and that he, the said nephew, declared that if my statements were true, he ought to be infamous. I dare, now, the most zealous of his society for the rescue of this parson from infamy—I dare any honest man upon earth, to say that I have not proven all I said of him in connection with the persecution and robbery of his aunt, and that by record, by the oath of his aunt, by the letter of his father, by the deposition of his illustrious uncle, and under the hand of the

miscreant himself. Guilty monster, conscious of guilt, he even denies that he had part or lot in divesting his aunt of her estate, and yet, under his hand, he calls the suit against her *his suit*, (that is, the suit of John Breckinridge's heirs,) and stipulates to dismiss the suit, if his aunt will dismiss her suit and release her claim. The reader will say, surely Mr. Breckinridge will now retract, and, in Christian charity to others, admit he has wronged Mr. Wickliffe and injured his aunt, and will restore the guilty prize. No, fellow citizens; this, Mr. Breckinridge will never do; his guilt is too black and too multiform; his heart is too corrupt, his conscience too hardly seared, for him to say, Lord forgive me, I return four fold; but, like Macbeth, he has waded too deep in crime to turn back; like that guilty monster, when staring at murdered Banquo's ghost, he will look on this paper and say, "*I did not do it!*" Macbeth thought the jewels of the crown were the brighter for being steeped in blood; and the reverend and prayerful parson objects not to his Brædalbane estate (as he has dubbed it,) because it has been steeped in and won by fraud. He struts over the grave of his aunt; he treads upon her labor and her very tears; he looks upon the moss that covers the graves of his father and his aunt, and soothes his conscience that the dead cannot bite; but as sure as the murdered Banquo had a God to punish guilt, Mrs. Meredith has one; and let him remember, that what is acquired by guilt, is but a scorpion to gnaw the heart of the guilty wretch; that Macbeth's crown, won by blood, passed from his guilty head, *no heir of his succeeding*; thus may Brædalbane pass into stranger hands, *no heir of his succeeding*. It is one of the mercies of a good God, that this shall be a law of his providence. Scarce a villain lives, however versed in crime, that does not desire that his son shall be an honest man, and live free of his own guilt before God; and God, in mercy, always grants to guilty man that what he acquires by fraud and villainy shall not curse his seed. I have an only son, and I trust in God if I have any thing, at my death, that I have not, as a fair and honest man, acquired, that he will never let it curse my posterity; and, in his presence, I declare that had I acquired Brædalbane of my aunt, as I have shown the gentleman has of his aunt, I would sooner follow my last son to the grave, than that a descent through my blood, polluted by the act, should possess him of one acre of it.

I here close with Mr. Breckinridge the affair of Mrs. Meredith's land, for the present; and reader, if I have not nailed him to the counter as guilty of oppressing his aunt, and of wilful and corrupt falsehood on myself in relation to this matter, I confess that it is useless for me to attempt to establish my innocence and his guilt. I wish you also to bear in mind, that this is but one issue of many which the gentleman has dared to make between him and myself—that now, and in every instance hereafter, I pledge myself to convict him, by the same clear and indubitable evidence, of wilful falsehood, wherever a writing or record, accessible to the world, will decide what is truth and what is falsehood.

One remark here, on the gentleman's impudence in referring to persons who will vouch for his falsehoods. He has referred to the children of Mrs. Meredith to contradict me, and says they have denied my statements—that he could have their statements to that effect, but, that the descendents of Mrs. Meredith are females, and *his delicacy* forbids his bringing them before the world. Now I pronounce this a tissue of infamous falsehoods. No child, as I believe, of Mrs. Meredith, ever contradicted a word I have said; and, if they had, they would have slandered their mother and sealed upon her the crime of perjury. The only one I have spoken to is the elder married lady, who informs me that Mr. Breckinridge's overseer asked her if I had ever spoken to her on the subject, and she told him I had not. Out of this, the delicate gentleman has manufactured his tale, a gentleman, too, scrupulous of wounding female delicacy, by bringing the statements of married females, in the prime of life, before the world, but who has, to cover his shame and disgrace, attempted, by a statement of his aged mother, tottering to the grave, to prove that I was not at her husband's burial, thirty-five years before she gave the certificate, which statement is not true, and which statement I will

disprove by as respectable a witness as lives. So far from contradicting my statement, the lady I conversed with, (a descendant of Mrs. Meredith,) states every fact that her mother does, almost literally. She being a child, and having the confidence of both her mother and uncle, was permitted to be present when they talked the matter over; recollects that her uncle was to put up for her mother, a building, on her land, and further, that she was present when Mrs. Breckinridge, the widow of John Breckinridge, again talked the affair over, after her uncle's death, when her aunt admitted the whole of her mother's statement, and told her not to fear, for she could prove her right; at least, such was the substance of her statements to me. Let those who doubt, speak to her, as she is well known, and is the elder married lady of the Meredith family that survives. I also present the reader with a letter from the other married daughter of Mrs. Meredith, as followeth:

MEREDITH LAWN, Nov. 2, 1841.

DEAR SIR:—In reply to your note on the subject of the land obtained by uncle John Breckinridge from my father, I state that I have repeatedly heard my mother say that my grandfather (Col. Saml. Meredith) owed John Breckinridge a small sum of money, perhaps, forty pounds; and my father knowing it, told John Breckinridge that as his father, Col. Meredith, had given him a large fortune in this country, in land, he would assume the payment of the debt himself, and it rested so for years, not being called upon for the payment of the debt, it was not paid when my father proposed selling his land in this State, and removing to some other State. When it was known by my uncle John Breckinridge, he came over to my father's with a written mortgage for a certain parcel of a tract of land on which my father resided; stating at the same time, that he was sorry to observe from an advertisement in the newspapers, that my father intended leaving the neighborhood, and taking his sister from living near him; expressed great interest for her, and great regret at the idea of being separated from his sister; and told her with a view to prevent my father from selling, he proposed that he would sign this mortgage, telling him that he intended to give it to mother. My father refused to give him a mortgage on any of his land, telling him, if he wanted the money he could raise it, (he being a man of wealth, could have at any time paid the debt.) Uncle John Breckinridge said that he did not wish my father to pay it then, he was not in want of money. Sometime afterwards he saw my mother, and proposed that she would unite with him, and persuade my father to mortgage some of his land to him, and that he would secure it to my mother; she believed him to be sincere in his intentions; and a time was fixed upon when he could come to my father's. My mother joined her brother, and by their united exertions, they succeeded in persuading my father to sign the paper which took from him 355 acres of land. This is as near as I can recollect, a true statement given me by my mother.

When in Virginia, in the year 1830, I heard uncle James Breckinridge say, that he had conversed with his brother John on the same subject; that he stated to him his having taken this land from my father for the benefit of my mother; that he never intended to take it from his sister, and he (uncle James Breckinridge) observed, that he thought it such an unjust act, taking it from my father for so small a consideration, and deceiving my mother was such an iniquitous thing, he did not think the heirs of his brother could prosper on it.

In answer to your next inquiry, I never heard my mother express any particular regard for Mr. Robert J. Breckinridge, nor did I ever hear her speak of any kindness she received from him. In relation to the fence, I recollect, that when Mr. Breckinridge came in possession of the land, formerly my father's there was a dispute about some rails, which he said were his; the negroes had taken them without knowledge that they were Mr. Breckinridge's, and put them on a fence on the land of my mother; he sent a constable and directed him to correct the slaves; she prevailed with the constable not to punish them at that time, my father being very ill; this was a short time before his death.

With respect, yours, &c.

To Robert Wickliffe, Sr.

ELIZA B. COLEMAN.

The gentleman charges me with falsehood in saying that he holds the land obtained from his aunt, at a price merely nominal, as I said *I was informed*, and then states that he holds it for fourteen dollars per acre, paid in 1824, when he got possession; that he then bought it of his father's heirs, and pretends to say that \$14 per acre was then a full price for it. This, every man in the county knows, is untrue. No such land, I believe, has been sold, for the last 30 years, for that price, in Fayette.

I fixed no price. I understood that he had charged himself twelve dollars for it, but if it were fourteen, I deny that it was a fair price, had he been in a situation to buy and his father's heirs to sell; but how dare he, when trustee for his father's infant and married heirs, to buy in the estate at any price. His brother Cabell had died, leaving a widow and helpless children houseless and homeless. The share of his widow, who was his sole devisee, was ninety-one acres, which would have been a home for her near the graves of her children, father and grandfather. That land is now worth seventy-

five dollars per acre, and if divided and sold, her part would be 7,000 dollars; and yet has that faithful trustee taken it from the widow and destitute children of Cabell Breckinridge, at less than fourteen hundred dollars; and if he has ever paid them one dollar for it, it was, I verily believe, with sacrificing sales which he made of other lands belonging to his father's heirs; and if Letitia was then dead, I should like to know how much this faithful trustee paid her children for their interest in Brædalbane?

The next assault of the gentleman on me, is a new version of his story about my pleading the statute of limitations to a suit brought against me by a manufacturer, for clothes sold me for my slaves. In my speech, I gave the statement the lie, in the face and teeth of the slanderer. I stated that I had never been sued by a merchant or manufacturer in my life, as I verily believed, and that the whole story was a miserable fabrication. The gentleman now admits that he told a falsehood, but fabricates a new tale about a suit against my overseer, equally false and malicious. As I can do nothing more or less with this story than pin the falsehood to the sleeve of the fabricator, I will leave him to his unenviable position to coin new falsehoods relative to myself, my overseers and slaves. But does the gentleman object to the statute of limitations? He says his mother is excellent; that his uncle Bob Harrison could spare as much honesty as would do for a colony of such rogues as myself; and that his brother-in-law, Alfred Grayson, was the very spirit of Chivalry and honorable feelings—and yet this very trinity of all that is honest and virtuous, as administrators to his father, in a suit of Wood against Breckinridge's Administrators, (a suit wherein his father was charged with the receipt of money for a client, and which he had used and denied he ever received,) plead the statute of limitation! If these illustrious personages, to enrich his father's estate, plead this odious act, why may not plebeians, like myself, plead it? Is it only honorable for the Breckinridges to plead it, and is the statute only a shield to Brædalbane and Cabellsdale tenantry, against stale and iniquitous demands? The strutting parson of Brædalbane can take cover under the statute of limitation, and audaciously pleads infancy against half the crimes I convict him of, and no honor lost, but if a poor man, that was once my overseer, pleads the statute, parson Brædalbane preaches us a sermon upon the crime of pleading the odious statute against stale demands! Thus much for this falsehood.

The next thing the fellow is again at, is to give a new version of his falsehoods about the turnpike gate fees I owed and refused to pay. In my reply, I charged him with fabricating the story, and being guilty, in charging me with refusing to pay fees I owed the turnpike company, of a naked untruth. In his last edition of the slander, he abandons his first tale, and tells a story about my having a quarrel with my old friend, Gen. Shelby. I cannot believe that Gen. Shelby tolerates this doughty parson, in sticking his spoon into his dish. I shall therefore forbear to explain. If the General and myself differ and go to law about our rights, what is it to this negro champion? This would-be successor to George Thompson has enough to do, one would think, in effecting the liberation of our poor slaves. Indeed, if any one could believe the pious parson of Brædalbane*, he has too much to do in saving the souls of poor sinners, and especially his own soul, to play the dog and bark at me for Gen. Shelby. Gen. Shelby is a man, and not a dog, and I assure the world, as well as pious Brædalbane, that any controversy I ever have with Gen. Shelby shall not be settled through a barking dog.

The next charge which the pious parson makes against me is a falsehood that he told on me, in saying that I had not set my own negroes free; that when he set his own negroes free, I had only set my wife's negroes free, and in doing which I had defrauded her out of a large estate. Now, this statement, brazen as it is, is, in every sentence, a most wilful falsehood; nor would I notice it but to expose to the Presbyterian church what a

*Brædalbane is the aristocratic name the gentleman has given his aunt's 355 acre estate, after a place he saw or heard of in Europe, on his trip to supersede George Thompson, as general negro agent in these United States.

miscreant at harbors within its bosom. In civilized controversy, the sacred union of man and wife is never invaded; and as I stated, none but a brute will invade it. My wife is a member of the Presbyterian Church, and as such, has a claim upon it for protection from the insults and falsehoods of one of its preachers. And while this connexion exists, as long it has, between her and that Church, it admits a biped into fellowship, and allows him to destroy her peace of mind, by dragging before the world her conduct, and making an open assault upon her domestic happiness and conjugal relations with her husband, by falsely and infamously insinuating that her husband has set her negroes free, in violation of her rights and those of her lawful heirs; and has, by declaring that she has permitted herself to be swindled out of her estate by her husband, not only done to her injury, but that of her nearest kindred and heirs, who, he declares, will, in despite of what he has done, sue for and recover it as soon as she dies. In this, the wretch not only attempts to breed discord between man and wife, but to create hatred between Mrs. Wickliffe and her relatives. In order still farther to carry out his fiendish threat, made ten years ago, of pursuing me with his vengeance through life, I am told that he is giving out, in speeches, that he has, among the old papers of his father, a copy of my wife's father's will, and that by it she has only a life estate, and that the remainder will, on her death, pass to the heirs of Gen. Levi Todd, in fee. By this latter falsehood and villainy, the reverend parson hopes, first, to stir up disquiet in the citizens of Lexington, and others who live in the country, who hold deeds to lots or lands from my wife, as well as to slander my own title; and if he fails in this, he expects, at all events, to excite the families connected with my wife, against myself, as the cause of the law's not disposing of my wife's estate; and if nothing else is effected, that he will certainly mortify my wife and myself, and excite in our minds a jealousy that her relations with whom it has been generally our happiness to live in intimate relationship and mutual kindness, design to violate her settled purpose, in disposing of her property by legally annulling what she has done or may do. While it is but true that the sensibility of my wife has been wounded by the fabrications of the beast, as regards his attempts at making her or me believe that he is warranted or authorized to make them by her relations, they have failed to have the desired effect. We believe that scarce one of her numerous and respectable relations would accept, much less sue for, what belonged to their relation, which she desired to bestow upon another; and as regards myself, if any there be who desire to disturb her rights, the doors of the courts shall be now opened, and their redress, (if aught exists, that is true, said by Mr. Breckinridge,) shall be instantaneous; or, if such Will of Col. Todd exists, produce it, and it shall be executed to its letter.

The gentleman, after admitting that his former tale of the Moses case was untrue, gives a new version of it, equally as false and malicious as his first story was. In this last story, he has had the impudence to vouch Judge Hickey and General Combs, intending to back his falsehood by respectable names. If Gen. Combs is contented to allow the reverend hypocrite to pack his falsehood on him, by his silence, be it so. The man that will allow his name to be used to pass off a falsehood, shall never have my appeal to prove its falsity. Gen. Combs knows that the statement of Breckinridge relative to my conduct in that case, is infamously false, and that if he had made it on oath, I would convict him of perjury by the oaths of at least fifty witnesses; and yet he permits Mr. Breckinridge to refer to him as his author, and remains silent! To refute this slander, I must trouble the reader to read the following statements of Judge Hickey, who tried the slave Moses, and of Judge Woolley and a part of the Jury, which a friend has furnished me with:

LEXINGTON, October 2, 1841.

ROBERT WICKLIFFE, Esq.

SIR—I received your letter of the 30th ult. to-day, and take this first moment of leisure to answer it:

I preceded as Judge of the Fayette Circuit Court on the trial of the yellow man Moses, a slave of

the late Joseph Rogers, which took place about ten years ago. He was indicted for the crime of rape; and the injured person was a white female, about 15 years of age. She was the witness for the Commonwealth, and her testimony proved the crime, committed in a very brutal manner, and fixed its perpetration on Moses. Much sympathy and interest was manifested upon the recital of her injuries. The counsel for Moses consisted of yourself and two other gentlemen of the bar. A black man named Bill, who stood indicted in the same court for murder, and for another rape, was brought from the jail as a witness for the accused. Bill swore that the act complained of was done by him, and not by Moses, and that it was not a case of violence, but of mutual consent. This testimony evidently increased the excited state of the public mind; because if true, to its full extent, it showed that the girl was a base and perjured imposter, and if false, it greatly aggravated her wrong. Her character for veracity and chastity, was directly impugned by his statement, and her previous character and standing were proved to be good and fair. I had reason to believe at the time, that the indignation which arose at this period of the trial, was in part directed (unjustifiably, as I thought) against the counsel of the accused, and particularly against yourself. To what extent this feeling prevailed, I am unable to say; but I considered it my duty to interpose my judicial charge to the officers of the court, and my advice and admonition to the people present, for the preservation of order, and the prevention of any personal outrage.

Your deportment upon the trial was decorous to all concerned, and respectful to the young lady; and in my opinion, consistent with your professional rights and duties. In your speech to the Jury, you expressed regard and commiseration for her, and distinctly admitted her innocence; and that Bill's statement, so far as it assailed her honor and truth, was false. But you insisted that Bill was the guilty person, and that the girl was mistaken as to the individual who had injured her; and in connexion with this point, you relied upon other evidence tending to show an *alibi* in favor of Moses.

I am aware that this application is made to me in consequence of an allusion to the trial of Moses, and a reference to me, in the controversy between you and the Rev. R. J. Breckinridge, and have therefore, in order to present, in its maternal parts, an intelligible view of the subject, gone farther into detail than a mere direct response to your interrogatories might have required. I trust this will be taken as my answer to that reference, and to your call, and that it will not be considered by either party as any interference or participation in his quarrel.

Respectfully,
THOS. M. HICKEY.

LEXINGTON, October 30, 1841.

SIR—Your letter propounding certain interrogatories to me, in reference to the matters of controversy between the Rev. Robert J. Breckinridge and yourself, has been received, and instead of answering each of them separately, I will proceed to give you the substance of my information upon all the subjects embraced in your letter.

First, in the case of Ormsby and Breckinridge, I recollect distinctly that you argued this case in the Court of Appeals. Since Mr. Breckinridge's publication, I have seen Mr. Chinn and Judge Robertson, upon this subject. Mr. Chinn informed me that he had given Mr. Breckinridge no statement as to the case, except he recollects that I, myself, had argued it; that he had no recollection as to any one else in the cause, and that he did not indeed recollect that he himself had argued it, but that he believed he did. Judge Robertson made a similar statement, recollecting distinctly that I had argued it, but having no recollection as to any other gentleman. I then went into a statement of the facts connected with the argument, which I will here detail, and both of the gentlemen agreed in declaring that they had no doubt my statement was correct. I returned to Kentucky in the spring of 1828, for the purpose of residing. In July or August of that year, while a member of your family, you handed me the papers in the case of Ormsby and Breckinridge, stating that I might employ my time in preparing a brief for its argument.

I prepared the brief in compliance with your wishes, and submitted it to Mr. Chinn and yourself. It was approved after some additions made to it by Mr. Chinn. Preceding the argument of the cause, Mr. Breckinridge, in a conversation with me, expressed his wish that you should argue it as one of the counsel, and as the rule of the Court only permitted two counsel on a side to argue it, it must be a matter of arrangement between Mr. Chinn and myself as to which of us should argue it. He based his desire that you should argue it, not only on your professional ability and fame, but your intimacy with his father's business. I immediately communicated the desire of Mr. Breckinridge to Mr. Chinn, who very generously proposed to retire from the argument of the cause, in order that I might argue it, having prepared the brief, and as I had never argued a case in the Court of Appeals. This I declined, and Mr. Chinn then suggested that he thought he could arrange it so that all three of us might argue it, as there were three parties in the suit, viz: Ormsby on the one part, and Breckinridge's Heirs and Breckinridge's Executors on the other. Mr. Chinn accordingly made the suggestion to the Court, and the Court, after stating that the counsel could determine for themselves whether there was a conflict of interest between the Executors and Heirs, which would entitle more than two counsel under the rule to argue it, permitted all three of us to argue it—I making the opening speech, and you and Mr. Chinn following me in the argument.

The next subject to which I will respond, is in reference to the trial of Moses, a slave of Joseph Rogers, for rape. Shortly after the apprehension of Moses, you informed me that Mr. or Mrs. Rogers, (I do not now recollect which,) had called on you, for the purpose of procuring your services in his defence; that you informed them that you felt unwilling to engage in this case, as it was a description of practice from which you had retired, and had no disposition to re-engage; that upon

the urgent solicitation of them however, you had promised to attend to the investigation of the questions of law connected with the case, and the examination of the testimony, but would leave the argument of the cause to Mr. Benjamin Warfield and myself. Upon consultation, Mr. Warfield, you and myself agreed that we would have to rest the defence upon personal identity; having received information that another slave, Bill, had been apprehended upon a similar charge, and had confessed the perpetration of the act, and likewise the act for which Moses stood charged. Neither of us ever doubted that the act of violence had been committed, but all believed that another and not Moses was the guilty perpetrator, and under that view and that alone, was the trial conducted from the beginning to the end. The examination of the girl was one of great delicacy, and I well recollect, when the Attorney for the Commonwealth closed his examination of her, you examined her with great mildness, having the most delicate regard for her feelings and situation. Among the witnesses examined on the part of the defence, the slave Bill was introduced. In reply to your question as to his knowledge of the commission of the act, and of the person who committed it, he replied in substance, that he had himself committed it, and went on to state, either then or afterwards, to a question from you or the Attorney for the Commonwealth, (I do not now recollect which,) that he perpetrated it with the consent of the girl herself. The latter part of the statement was not credited by the counsel for the Commonwealth or the Prisoner. Upon the argument of the cause, I recollect distinctly that you admitted to the Jury that that part of Bill's statement was false, and slanderous upon the character of an innocent girl; but you contended that instead of weakening the other part of his statement, as to the confession of his guilt, it strengthened it, insisting that it was natural always, in persons confessing crime, to offer excuses or extenuating circumstances in mitigation of their guilt and punishment. In your whole argument, there was not an expression or sentiment uttered, in relation to the girl, to which a brother or a mother being present could have taken the slightest exception. As to the fee, Mr. Warfield collected it himself. It was one hundred dollars, divided between Mr. Warfield and yourself, your part of which you handed to me.

In a conversation with Mr. Benjamin Warfield, I repeated the above statement, and he acknowledged it to be in substance correct, with the exception of the part which refers to your employment in the case, and the presentation of your part of the fee to myself, of which he had no personal knowledge. He further stated to me that your conduct in that trial was worthy of commendation and that you had conducted yourself with firmness, ability and propriety, and that he had so expressed himself. One word more upon this subject; it was not your intention to argue the case, but to have left that part of the defence to Mr. Warfield and myself. But the excitement was great, and you informed me that you had received information that if you attempted to argue the case, violence to you had been threatened; that you thought that you had given the people of Fayette county sufficient evidence that you were not to be frightened by a mob, but you supposed that you would have to give them another instance, and would therefore argue the case.

The above statement, in response to your letter, is all that is material, of which I have personal knowledge.

Respectfully,
A. K. WOOLLEY.

We state that we were of the Jury that tried Moses, the slave of Joseph Rogers, for rape upon a white woman, and that R. Wickliffe was of the counsel for Moses, and that said Wickliffe made no imputation against the character or veracity of the female; but his whole conduct, so far as we observed, was decorous and respectful to the feelings of the female and court, so far as we now recollect or believe. Given under our hands this 20th day of October, 1841.

JAS. HAMILTON,
JOHN TRIMBLE,
HENRY GILBERT.

The object of Mr. Breckinridge, in attempting to prove, by either the want of memory or principle, matters contradictory of my statements as to immaterial facts of nearly forty years standing, is nothing more or less than an attempted set off and escape for the positive falsehoods he uttered in October last, and of which I convicted him from under his own hand and out of his own mouth. Yet am I, in order to place his conduct in the odious point of view which it deserves, compelled to notice these immaterial issues, to the great consumption of the reader's time, and against my own inclination. After reading these papers, could any reader suppose that there was a being upon earth base enough to keep alive, in the public mind, the distressing fate of a poor but innocent slave, arising from the defective condition of human knowledge and human tribunals, by fabricating base falsehoods upon an old man who had interposed his counsel and weight to rescue a fellow creature from the awful punishment of death—to save a poor slave, who was as innocent of the crime, for which he died as the child unborn? I had measurably withdrew from practice, when Mr. Breckinridge, as I verily believe, with others associated with him, in 1830, by public speeches, written pamphlets, and newspaper paragraphs, in defence of the rights of negroes, and asserting the necessity of abolishing slavery, had excited in the slaves of the county and city, a spirit of insubordination that

filled the county of Fayette with murders, arson and rapes, to such a degree that, in one year, there were about fifteen committals of slaves, for capital offences, and many executions of them, (as I proved by the records of the jailor) when there had not been one case of an execution of a slave for fifteen years before they commenced their operations in favor of abolition. In this state of great public excitement, at least one murder and two horrible rapes had been committed in the same neighborhood, by a single negro called Bill, the property of Mr. John Rogers. For one of these rapes, the negro, Moses, the slave of Mr. Joseph Rogers, Sen'r, was suspected and arrested. Mr. Rogers, being both an old friend and client, and too feeble to see me, sent his wife to engage me as counsel for Moses. I declined appearing myself, but directed that Mr. B. Warfield and Judge Woolley should be employed, and, at the special request of Mrs. Rogers, visited Moses in the jail, whom, she protested, she believed to be innocent. When I did so, I learnt, to my perfect satisfaction, that he could not be guilty; that his wife had, a few days before he was charged with the rape, died, and on her death bed had requested him to hand over the few articles of Sunday clothes she left to her little sister, then hired to the man where the injured female lived; that while the death of his wife was on his feelings, he had, late in the afternoon, got leave of his overseer to take the things to his wife's sister, which he did, and arrived at the house about twilight; that he found no one at home but the white girl and the little negro girl, the man and his wife having left for the night; that after handing the articles to his wife's sister, and learning that they were to be left alone, he asked them if they were not afraid, and advised them to get some one to stay with them; that he left about dark, and being tired, he slept at his young master's quarter, with his slaves, about half way home from where he left the girls. That he stayed all night at H. Rogers', was stated by his slaves and sworn to by two of them. Moses referred to several occurrences besides, to establish his innocence, which I neither recollect nor deem material to state, except one, and that was his meeting a free man of color, more than a mile on his way home. This fact was verified by the negro's oath also. I left the jail fully satisfied from the manner of Moses, that he was innocent. But, added to this, in a few days afterwards, Edward C. Payne, Esq. learning that Bill, the slave of John Rogers, was committed on a charge of rape and murder, visited the jail to see him, having once lived in his master's family, and known Bill from a small boy. On conversing with Mr. Payne, he informed me that Bill had confessed the crime of murder and rape, for which he was committed, and further stated that he had, before he did so, raped the girl for which Moses was committed; that he told him that he first went to the house about 10 o'clock, with two negroes, to trade with its owner, and finding him not at home, he affected to take leave of his companions, and afterwards returned to the house and perpetrated the deed. He detailed the occurrence to Payne, of every material fact, as to time, manner, &c., precisely as the girl charged the act to have been done. Mr. Payne is both a judicious and excellent man, and I had no doubt of the truth of all he related as coming from Bill. The two negroes that went with him to the place, verified Bill's statement of having gone with them to the house on the night the crime was committed, as stated by Payne.

Although I had refused to appear, I thought it my duty, as a man, to assist the counsel of Moses with my advice, in arranging the evidence for the defence, and went to the Court-House with that view; but when I entered the Court-House, I passed through a dense crowd, (some of whom I observed to be armed with clubs, &c.,) and heard threats not only against the negroes, but their counsel. Seeing this excitement, I feared the poor creature, however innocent, might be convicted and hung; and believing that I had not only the confidence, but, to some extent, the affection of the great mass of the citizens of the county, and that I could, both as a Senator and as a man, do as much or more than any other to allay the ferment, and feeling that I ought to do so, I entered upon the defence; and although I was unable to allay the excitement altogether, my conduct to the poor girl was both benevolent and kind, and in my address to the jury

I did not impeach a single statement she made, but attempted to show that the offence being committed in the night she had mistaken Bill for Moses. I was equally courteous and respectful to all the witnesses of the Commonwealth, and to the people. Bill was called in, and the only question I asked or permitted to be asked him, was, if he had perpetrated the crime? to which he answered in the affirmative. The Commonwealth's Attorney then proceeded in a course of interrogatories, such as when and how he effected it, &c. &c., in answering which the negro not only prevaricated, but swore a lie in stating that it was by appointment. Here I arose in my place and protested against what the negro stated as to the girl's assent, as untrue, and expressed a hope that the Attorney would not press a miserable negro into a course of statement not demanded by the case. The attorney desisted, and in my defence I took occasion to distinctly say, that I did not believe, and that the jury ought not to believe a word the negro deposed to, as to the consent of the female. The girl admitted that she never had seen Moses, except when he brought the articles to his wife's sister. The negroes were about the same size and color, and both young. The jury retired, and were divided for several days, and until I left town; after which I learned that the jury had been called in, and the girl again called on to state her testimony, when she stated that she still believed Moses to be the perpetrator. The jury retired, and a verdict of death was rendered before my return.

Moses had the aid of clergymen, during his confinement, and at the place of execution, where, in presences of the thousands assembled, he declared his innocence; and Bill, who was executed at the same time, acknowledged his guilt of the crime for which Moses died. One of the clergymen told me that Moses, from the day of his conviction, became religious; that he always declared his innocence when in jail, and in *private* repeatedly told him that he would die innocently, but willingly, as he trusted his sins were forgiven.

This is a faithful detail of the melancholy fate of poor Moses, for defending whom this wretched being, Breckinridge, has so frequently and so infamously brought me before the public, with the same fiendish malice with which he has pursued me in every other slander.

The gentleman, because I said that I had known his father long, and that, in the latter part of his life, our acquaintance had matured into a family friendship and intimacy; that I saw him in his last illness, and assisted to bury him—has got his faithful friend and old master, Doctor Marshall, and his mother, and Doctor Warfield, to certify that I was not at Mr. Breckinridge's burial; that I never visited him in his last illness; and Dr. Warfield and the mother of the gentleman, have been pleased to say, that if there was an intimacy between Mr. Breckinridge and myself that they did not know it. Now, I should have been pleased to hear Dr. Warfield say, what opportunity he had to know, whether I was intimate with Mr. Breckinridge or not. In the year 1805, it is true, that Gen. Howard and myself, dined by special invitation, with Mr. Breckinridge. We arrived some time before dinner was announced, and before Doctor Warfield and Alfred Grayson entered the house, and announced that (Sunday as it was) they had swapped horses, and the Doctor said, the prettiest part of the joke is, we have swapped off our wives horses. And except this circumstance, I feel as confident, as I can be of a fact of long standing, that I never, in all my life, had seen the Doctor in company with Mr. Breckinridge, and that, to the day of Mr. Breckinridge's death, I never sat at a table with Dr. Warfield, or ever saw him in a private gentleman's house. I have barely a recollection of seeing Dr. Warfield in 1797, and but for a trifling incident, which I will not mention, should not, I presume, have recollected him, until about the time of his marriage, which I think happened in 1804 or 5; we could not before that time have resided short of a 100 miles apart. Of his ever having been a physician to Mr. Breckinridge, I never heard until the year 1807, when I was consulted by one of the administrators upon the propriety of paying his charges for his attendance.

Of Mrs. Breckinridge's certificate, that she does not recollect of seeing me, or hear-

ing that I visited her husband, and attended his burial, I can only say, that, while I can readily admit, that she might with truth state it; yet the baseness of the parson, in calling on his aged parent to prove what he knew to be untrue, is in no manner lessened, by reason of his mother's recollection being dimmed by age; and that he has been practising both art and fraud, to extract the statements from his mother, is most manifest. See page 22d, of his book, where he makes his mother say, that I did not *nurse* his father. I had never said that I had nursed him; but if she stated that she did not give me the key to search for Woods' papers, or that there was not a family intimacy between Mr. Breckinridge's family and mine; and that there was not, until the day of his illness, a frequent and family intercourse, both such statements would be untrue. I had known Mr. Breckinridge from 1794—spent at his own house part of two days, and a night with him in 1797—and saw him at the bar almost daily in 1797 and 8—and often met with him at parties and public gatherings. In the winter of 1797, he was a candidate for the Legislature, and run at, by a junto in Lexington, who, to make his mortification the keener, if beaten, started Alex. McGregor, who, on the second night was announced, I think to be 30 votes ahead of him. In this contest, I assisted to bring him out on the last day, not only with my own vote, but with that of other students. At the next election he lost every friend he had that run with him; and was as before beaten until the last day, not only behind McGregor, but eighth or ninth on the poll, the county then sending six members. In this struggle I was for him, which he well knew. In 1799, Col. Nicholas suggested to the late Judge Logan, that he and myself should return to the counties we were raised in, and offer, as anti-*emancipators*, for representatives in the convention about to assemble; to this we acceded; but before I left, I attended the Bryant Station meeting. I saw Mr. Breckinridge, who conversed with me on the subject, explaining his, and Col. Nicholas' plans, to head the abolitionists, &c., at the election. The abolitionists were routed almost universally in the State; and from that time until I married Mr. Breckinridge's near relation, we often met at the courts and other places, particularly in Frankfort and Bardstown, always meeting as political friends and acquaintances. After my marriage, I made it a rule to spend each summer, in part with Gen. Howard at his seat, and except the summer of 1806, I never was at the General's with my family ten days at one time, that Mr. Breckinridge did not visit me, and dine with me, including always his wife and daughters, and before I returned, I felt it a duty I owed to his kindness, to both dine and spend a night at his house. Indeed, except a brother-in-law's house, and the grove, Mr. Breckinridge's house, until his death, was the only private house after my marriage, I ever spent a night at in Fayette county; of these visits and of the gratification evinced upon my marriage, by Mr. Breckinridge, none living knows better than the aged mother of the reverend gentleman.

As for the story which he writes for his mother, about your precious father, it is not only untrue, but the wretch, in 1827, received from me the whole of Wood's papers, with an account of the manner I came by them; and I will stake my fortune that he has them now, and had them under his eye when he penned the falsehoods, denying that I had appeared in Wood's case for his father's administrators. Yes, he not only had the papers before him, but had seen the docket that exhibited my name as counsel also; and yet he brazened even in this vile slander and falsehood. To prove which, I offer not the certificate of my mama, nor that of my teacher, Dr. Marshall, but the certificate of the Clerk. Mr. Clay was originally employed in the defence, but he was elected to Congress in 1810, and when the suit was dismissed, was not only in Congress, but acting as Speaker of that body. He never did, to my recollection appear in the cause, or have any thing to do with it after I was employed. True, he filed two pleas before I appeared in the cause for the administrators of the gentleman's father; and one of them was a plea of the statute of limitation, to a suit against them for money collected by him as an attorney; and yet this pious, honest son, who could and would have had to avail himself of the statute, but for me, to release him of a demand little short of one

thousand pounds, is horrified that I filed for Hersman, who was once my overseer, the plea of the statute of limitation, to a small, but stale merchants account. I have already said too much about trifles; but I mean not to leave the gentleman an inch of whole skin upon his back, when I again hand him over to public scorn.

When I appeared first in the case of Wood, the court refused me a continuance, absolutely, but as well as my memory serves, postponed the trial for a few days, for me to search Mr. Breckinridge's papers, and this was one of the reasons of my having hastily to visit his late residence on Sunday. I lived about 10 miles from Cabell's Dale, and Mr. Harrison about 3 miles, and by appointment, he was to meet me at Mr. Breckinridge's late residence and assist in the search after the papers. I did not reach Cabell's Dale until at least 11 o'clock, when I saw no person at home, certainly no white person except Mrs. Breckinridge, whom I had not spoken to from 1805, nor seen after her husband's burial, until then. I told her my business, and that I must return. She invited me into a back room, pointed out her husband's paper desk, and handed me the key. I opened the desk, where I found all the papers, not broken open, in perfect order, but about a half a bushel of them were lying in a pile on the top of the desk, opened and mixed up together; this I had no doubt was the work of Grayson. I had scarcely commenced the search, when Mr. Harrison joined me, and one of us (I think myself,) discovered Wood's papers. The cause was afterwards continued, as I then supposed, to get Breckinridge's letters, denying that he had ever received the money. But at the next court, I was visited in my office, by a genteel stranger, who introduced himself to me as a son of the plaintiff, and, who informed me that his father was an old friend of Mr. Breckinridge, and much concerned about being compelled to sue, and had directed him, upon getting judgment, to allow the executors any reasonable time to pay, &c. He further stated, that he had seen Mrs. Breckinridge, Mrs. Grayson and Mr. Harrison, who all told him that I had the business in my hands, and that whatever arrangement he made with me would be satisfactory. I had the papers lying before me, with a view to get an order of court, to take the depositions of Wilson C. Nicholas and John Wood, to whom, or by whom, the greater part of the money was paid, as appeared from Mr. Breckinridge's account. At first, I had determined to let the young man indulge himself in the delusion he seemed to be under, but his manner was so frank and gentlemanly, that I concluded to undeceive him, I then handed him the papers; on perusing them he seemed astonished, and with true filial piety, exclaimed, "Sir, my father has forgotten this transaction! You have done me one favor—will you do me another, by consenting to a continuance of this cause, and allowing me to take a copy of the papers for my father. I can truly say, that unless there is something behind these papers, you will not be again troubled with the case." To this I agreed, and continued the case down to 1812, when I had the suit dismissed, and my reward is, that thirty years after I had thus served the family, an unprincipled member of the family not only refuses to pay my account, but attempts to ruin my character. I have, however, nailed him to the post as a slanderer, by the record itself. I here ask the reader to read the following copy of the docket book and certificate of the Clerk of the Fayette Circuit Court:

KENTUCKY—FAYETTE CIRCUIT COURT. Clerks Office. }
September 16, 1841. }

I, Harry I. Bodley, Clerk of the Court, for the Circuit aforesaid, do certify, that on the issue docket of said Court in a certain suit at law, in which David Wood was plaintiff and John Breckinridge's adm'rs. were defendants, and which suit was commenced in the year 1809, on which docket Wm. T. Barry was marked as attorney for plaintiff and Henry Clay, as attorney for defendant; that at the September term of said Court, 1811, it appears from said docket that the names of Mr. Clay and R. Wickliffe were both marked as attorneys for the defendant; and were continued on from that time until the September term, 1812, at which time the suit was dismissed for want of prosecution. Given under my hand as Clerk, the date above.

HARRY I. BODLEY, Clerk,
By Jo. R. Megawan, D. C.

To return to the statements of Dr. Marshall, Dr. E. Warfield, and Mrs. Breckinridge, that they did not see me at Mr. Breckinridge's funeral, nor during his sickness—these certifiers all, no doubt, except Dr. Marshall, tell the *truth*, and I will allow him to forget as much as he pleases after a lapse of thirty-five years. In the month of August, 1806, Mr. Breckinridge and myself met, by accident, to breakfast, at Calloway's tavern, in Winchester, where we spent the day, until after dinner, together, consulting upon a matter which I shall not relate, of great political and personal concern to Mr. Breckinridge himself. He was returning from the Olympian Springs; where he had been for his health; complained of weakness, fatigue, &c., when I suggested that as soon as my gig was repaired, he should take a seat with me as far as the grove home, and then, if he wished it, he might take the gig all the way to his house. The blacksmith had promised to have the gig ready by dinner, but after dinner, he informed us that the gig would not be ready until morning. Mr. Breckinridge, of course, went on and left me, and I never saw him again until I saw him on his death bed; but he told General Howard that he was on horseback till about 11 o'clock at night, the day he left me, and had not been well afterwards. In a day or two after our interview, I set out to attend my Circuit Courts, commencing at Louisville, leaving my family at Howard's Grove. At Louisville, I was taken with a fever, and was unable, for sixty days, to get further back than Bardstown. On reaching Howard's Grove, I was for the first time informed that Gen. Howard was at Mr. Breckinridge's, and of Mr. Breckinridge's perilous condition. I arrived at Howard's Grove, on the night of Friday, much exhausted and weak, so much so that I could not visit Mr. Breckinridge the next day; but Sunday was a warm pleasant day, and when I was about to start, Mrs. Howard, the aunt of Mr. Breckinridge, expressed a great wish to again see her nephew, and said that she thought she could stand the ride, if I would take her under my protection. To this I assented, and set out with her on horseback, the road being impassible for a carriage. She was aged nearly eighty, and very infirm, so that although we set out early, we did not reach Mr. Breckinridge's until nearly dinner. On arriving there, I met General Howard, who seemed in high spirits, stating that Mr. Breckinridge was much better, &c. On entering the hall, to my utter astonishment, who should I see but this same Dr. Marshall, Mr. Breckinridge's convenient certifier upon all occasions. I knew that the most unfriendly relations existed between the Doctor and Mr. Breckinridge, (and this I knew from Mr. Breckinridge himself,) which still heightened my surprise. In a few minutes, I was introduced to Dr. Watson, of whom I had never heard, much less seen, before. Both these gentlemen seemed merry and perfectly at their ease, conversing with the persons then in the hall. Gen. Howard had me soon introduced into Mr. Breckinridge's room, where I found no human being but Dr. W. Warfield and Mr. Breckinridge. I was surprised at his appearance, and then thought, and now think that he did not know me, and that his mind was stupefied with laudanum. On my asking him how he was, he answered with a vacant stare, "I am recovering." I knew Dr. Warfield well, and asked him what he thought of Mr. Breckinridge's condition. He replied, "The gentlemen" (meaning Marshall and Watson) "say he is better, but I do not think so." I was summoned to dinner, dined, and then took Mrs. Howard into the room; when, although he appeared to converse coherently, I was still more confirmed in the belief that his Doctors had only destroyed, to some extent, his sense of pain, and that he was in no wise relieved. On parting with Gen. Howard, I told him my fears. He replied, "he is much better." "But," said I, "Dr. Warfield says he is not." "Oh," said he, "the old man is only piqued that Marshall has succeeded in relieving him. Marshall says there is no danger of him, and that if he had been called in at first, he could have relieved him in twenty-four hours." I returned to Howard's Grove with Mrs. Howard, who informed me that she had, on a former visit, advised her nephew to send for Marshall. I think I afterwards heard that Marshall and Watson had left either the day I did, or the next day. Of one thing I feel assured, that is, when, in a day or two afterwards, I visited Mr. Breckinridge, neither of

them was there. I went and returned on this last visit, with the late Leonard Young, Esq., an old and devoted friend to Mr. Breckinridge and to Gen. Howard. But, on reaching the house, instead of seeing the merry faces I had before witnessed, I found neither of the merry Doctors there, but found a few neighbors and some of the family in the hall, and every thing shrouded in gloom. On Gen. Howard's learning that I waited, with Mr. Young, to see Mr. Breckinridge, he met Mr. Young and myself at the door, and refused us both admittance. When Mr. Young retired back into the house, Mr. Howard explained to me that he was fearful Mr. Young would talk too loud for Mr. Breckinridge's strength, but that if I would step into his room, he would set with Mr. Young until my return. When I again entered, I found the faithful but melancholy friend of Mr. Breckinridge, Dr. W. Warfield, still hanging over his almost dying friend. After a moment's gaze upon his countenance, and speaking to him, I saw too plainly that all was over with him. Doctor Warfield asked me what I then thought. I replied, 'he is sinking.' 'Yes,' said he, 'you are right; you will remember what I told you when you were here before.' I know that I asked General Howard *then* what had become of Marshall, and that he replied that he had gone home, but my best impression is he further said that he had sent for him, or he had been sent for.

Before I reached Howard's Grove, the family had arranged to send a messenger to enquire of Mr. Breckinridge's condition, every other day; on my return I gave it as my opinion, that he could live but a few days, and had a messenger sent every day, until I received a note from General Howard that Mr. Breckinridge was dead, and asking me if the day was favorable, to bring to the burial, his mother and sisters, that were able to come, my wife being known to him to be unable to attend. The day was extremely unfavorable, so much so, that Mrs. Howard could not venture out, but I took Miss Howard and Mrs. Parker under my protection to the burial, and in company with their brother returned with them. Every member of the Howard family is dead except Mrs. Parker, whose letter as well as that of Mr. Kercheval, I will here trouble the reader to read:

Mr. WICKLIFFE:

I have received your note of yesterday, wishing to know if I recollected being accompanied by yourself to the late John Breckinridge's funeral, I reply that you were at the burial, and returned from thence with me to the Howard Grove.

M. PARKER.

DEAR SIR:—I remember shortly after the death of Mr. John Breckinridge, in 1806, of meeting you in company with my father, and you informed me of the death of Mr. Breckinridge, and that you attended his burial.

J. B. KERCHEVAL.

October 24th, 1841.

If either Dr. E. Warfield or Dr. Marshall, was at the burial, I have no recollection of seeing them there. The day being unfavorable, the company was a small one, and I being a stranger, except with the family, could, of course, recollect but few. Indeed, of all that I recollect that were there, except old Mrs. Breckinridge and children, and Mrs. Parker, only two survive, Matthews Flournoy and Porter Clay, Esqs. Mr. Flournoy, I had never spoken to, and Porter Clay, I barely knew. Mr. Clay made the coffin and superintended the burial. Shortly after he arrived from Lexington with the coffin, we placed the corpse in it, leaving it uncovered for a few moments, when Mrs. Breckinridge burst into the room, I think unattended except by her little daughter, Mary, evincing both of them, the most distressing agony. At my suggestion they were removed, and we consigned the corpse to the earth. Except this unpleasant sight of Mrs. Breckinridge, I never laid eyes upon her I believe, either at the burial, or during the illness of Mr. Breckinridge. Of her memory I am sure she could say nothing. Yet has this hopeful son, through her, to cover his guilt and shame, attempted to make me, the trifling being that would, like himself, fabricate when I had motive, and fabri-

estate without motive. I wrote to Mr. Clay, supposing it possible that he might recollect our interview at the burial, and as a commentary upon these certifiers, E. Warfield, Breckinridge and Marshall, I give the reader his letter:

JACKSONVILLE, September 23, 1841.

DEAR SIR:

I received yours of the — inst., inquiring whether I recollected the circumstance of your being present at the burial of the Hon. John Breckinridge. I regret very much that I cannot answer your request satisfactorily to you. I shall never forget the class of feelings which pervaded the minds of every body of that occasion, and especially my own. Sorrow had filled my heart to overflowing, when the death of that great and good man was announced in Lexington, and the whole country was in mourning upon that occasion, I well remember the solemnity that hung upon the countenance of all those that were present at his burial. But at this late day, I could not certainly say, that I recollected a single individual present, I have tried to call to mind the persons you mentioned as being there, but I cannot. I remember the circumstance of the corpse being taken from the house to the garden, and who were the pall bearers I do not now recollect.

With sentiment of great respect, I am sir, your obedient servant,

PORTER CLAY.

The next effort of this worthy son of the Church, is to get Benj. Warfield and company to certify that in a speech I made before the court house door, I stated that I never charged his father's executors any thing for my professional services. Out of the thousands that heard me, the gentleman has eight of his partisans, and the most bitter and vindictive enemies I have upon earth, for his certifiers. They chiefly constitute the gentry that groomed the gentleman on the day he appeared, rigged out with a new set of *China Teeth*, by the Providence of God, to commence his tirade at the court house. You have seen, gentle reader, on the race field, a jockey, cap in hand, lead up his nag to the polls, when a parcel of lacquies stood at a distance, one bearing the horse's blanket, another a sheaf of straw, and a third a bottle of water—imagine all this, and you have the gentleman and his tribe of certifiers.

After filling his stomach with beef and wine, at ———, and saying to himself, a full belly makes a strong back, he made his appearance, with a mouthful of earthenware teeth, led to the stand by his certifier, T. Redd, and the major part of the balance of the certificate gentry waddling after him, with his trunks and stores of libels, who then paired off, some to wait the beck and call of the orator, and others to stand off and laugh when he uttered his witty waggeries, and others to teach the bystanders how to listen and understand. These are the gentry that are made to say that they distinctly understood me to say that I had 'never put pen to paper to charge your father's heirs one cent.' Notice that these gentlemen certifiers make me say I 'never put pen to paper to charge Mr. Breckinridge's heirs one cent.' Now, if this certificate is made to apply to his *heirs*, as it expresses, (although I verily believe I never used the expressions imputed, nor any like them,) it is literally true that although I rendered his children valuable services, I never did, as I believe, put pen to paper to charge them, individually, one cent; but if they meant to apply these statements to business I did for the Administrators of John Breckinridge as the reverend gentleman insinuates, then the certificate is utterly false. I wrote out my speech as soon as I could write it, and left it with the printer, not dreaming that a being existed that misapprehended what I had said in relation to my services for John Breckinridge's administrators, and what I had done for his children individually; and I verily believe that I gave, in my written speech, the substance of every thing I did say, and, as nearly as I could, pursued what I said, literally, about my services for the administrators. In page 12, I say, 'Fellow citizens, I have only adverted to the prominent services rendered to the estate of the gentleman's father. While his children were in infancy, unable to help themselves, I performed other and numerous services for them; I performed the duties of agent, attorney, paymaster and friend, caused witnesses to be summoned and surveys to be made, and for the family, advanced the fees when called on; for all which, I never asked or presented a fee bill until I argued the last suit, and then did not charge for all I did, what would have been charged by many lawyers, for the single case of, Ross & Carneal

against Preston & Breckinridge, a part of which was paid in a most iniquitous demand on my brother, which the reverend gentleman coerced, of the injustice of which he was fully notified.' Now, how is it possible that I could have said I never charged any thing, and say I only charged, for all I did, what ought to have been charged for Ross & Carneal against Preston & Breckinridge, and that a part of the account was paid by an iniquitous claim on my brother? Here I say thus much for the manner in which I have acted towards the gentleman's father's estate, and how I have acted towards his children. I then go on to state a most onerous duty I performed for the reverend gentleman's sister, Letitia, and her slaves, for which I say I have never received one cent, and the gentleman knows I never will take one farthing. In page 13, I say, "when some of the Fayette lawyers, to whom you refer, &c., attempted to seize the interest of your brother Cabell's heirs in the dower estate, to whom did you apply? To me, sir—and you know how well I served them, &c.; and for this, sir, you equally know that I never took, and never will take one farthing." Now it is possible that some of these certifiers have not drawn a distinction between the services which I performed for Letitia and for Cabell Breckinridge's heirs (for which I said I had never charged any thing) and the services I had rendered for the administrators, for which I had charged the moderate fees I did charge? The certifiers may take their choice between mistake and misrepresentation. I accord to them a possible mistake; but it seems strange that none but my bitter enemies so understood me. I except from this remark, Mr. David A. Sayre, who has no doubt, heard my remarks about Cabell Breckinridge's heirs, and the reverend preacher has got him to become special endorser for his eight *willing souls*, whose certificate he infamously means the reader to apply to the observations I made about the business I did for the administrators.

Another most impudent fraud is attempted to be palmed upon the public by the gentleman, in pretending that he has no recollection that I was his security to the late Andrew F. Price, that he and the other heirs of John Lee, should be paid in twelve months from the date of the bond, which bore date about the time the execution was issued, but which was not placed in the hands of the Sheriff, in consequence of my being security, that the debt should be paid. This bond was given in the early part of 1827, I think, as collateral security, to the executors of Lee, that their judgment against Mr. Breckinridge's administrators should be paid in twelve months, was signed by the gentleman and by myself, as his security, handed to him, and by him to Price, one of the heirs of Lee, and agent for the rest and the executors. At the end of the year as I stated in my speech, the reverend gentleman, out of near eight thousand dollars, had paid but \$1000, when Price and the gentleman both called on me, and got my endorsement on the bond as well as I recollect, that I would take no exceptions to any indulgence as to the time Mr. Price might please to accord to the gentleman, and after that, Price indulged him from time to time, until I put the reverend slanderer into possession of funds through Ormsby's judgment, to pay Price's judgment off, when no doubt he lifted our bond, and has it at this very moment as a voucher against his father's estate. When the gentleman first informed me that Price had taken out execution, and would proceed unless he got security that the debt should be paid in twelve months, and required of him either John W. Hunt, John Brand, or myself, he remarked, I can get neither of them; he did not say he had applied to either of them, nor did I ever say that he said so, or that he ever applied to them. He knew, himself, both these men too well to apply to either of them, and so did I know them, and him, too well (impudent as he was) to either say or believe he had ever applied to them to be his security for eight thousand dollars. But to impose upon the world a belief, that I had said he had applied to them, he parades their letters, stating that he had never asked them to be his securities—Price lived in Lexington, and died there in 1833; his wife was adm'rx., but removed from Lexington, and I learn is also dead, and where Price's papers are, I know not. The gentleman, shortly after I detected him in a piece of fraud, which I shall hereafter

explain, left Lexington, and the State, without ever giving me any voucher from Price, that my bond was cancelled. This, with some other conduct equally base, drew from me my letter of August, 1832, of which he makes an extract in page 29 of his book, where he says:

"Speaking of these same transactions, in your letter of August 29, 1832, page 27, you use the following language: 'You never asked me what was my account of 23 years standing. Nor have you, to this day, given me any evidence that my note, as your security, has been paid.'"

This note is the one given to Price, so stated in the letter. Now, let me ask all who know me, and who knew Price, and the gentleman, if it is likely that in 1832, when Price was alive, in perfect health, and my neighbor, I would have pretended that I had gone security for the reverend gentleman, when in fact I had not? From 1832 to 1841, the gentleman never thought of denying my securityship, but when he returns back to Kentucky, in 1841, and finds Price and his administrator dead, and presumes me ignorant, as I am, where his papers are, he ventures an infamous falsehood, in saying or insinuating that I was never his security. He had the joint note, and left the country, as my letter brands him, without leaving with me any voucher that he had taken it up; and then, when he presumes I cannot detect him, brazens the falsehood, and to sustain himself, states that the judgment against the administrators of his father was good, and that independent of that, Price was his friend, and asked no securities. Now, reader, how stand these facts? Why, that in point of law, Price's judgment was only against the Executors, when assets accrued; they had for twenty years, or nearly that time, distributed every cent of assets; the heirs of Breckinridge were not parties, and the only possible remedy left Price to ever enforce the debt, was by an action for a devastavit against Breckinridge's Administrators, or a dilatory suit in chancery against the heirs of Breckinridge. Does any man living believe that Andrew F. Price would trust Robert J. Breckinridge for more than three whole years, without security, for eight thousand dollars, when he knew that the said Robert was a notorious gambler and spendthrift, who had run thorough much of what he received from his father, and when, I believe, he had not plundered quite through his Brædalbane affair with his aunt? Those who knew Price, would smile at the falsehoods Mr. Breckinridge utters on that point. While the gentleman is asking of Mr. Hunt and Mr. Brand, impertinently, if he asked them to be his security, let him ask either of those gentlemen, or any other man that knew Andrew F. Price and Mr. Breckinridge, in 1827, if they believe Mr. Price would trust him for \$8,000, for three years, without security; and if any such will answer yes, I will acknowledge that I have done the gentleman an injury, in saying as I do, from a perfect knowledge of Price, that I do not believe he would have trusted him as an agent to carry eight thousand dollars from Lexington to Louisville. I knew Price for nearly forty years, and for nearly thirty years before his death, was his lawyer, and have adjusted accounts with him to the amount of thousands, and I never had a firmer friend nor a better client. He was exact and correct, not only in his accounts, but with those to whom he confided his funds, and never did he trust such a human being as the reverend gentleman was, without good security; and that he had, as he thought, in me. Price told me, at the end of the year, that Breckinridge had only paid a thousand dollars. I stated in my speech that he had at the end of the year, paid one thousand dollars, and David Castleman, his certifier, puts down in the account exhibited, precisely that sum paid the first year.

But the gentleman has again need for his certifying school-master, Dr. Marshall. The Doctor says: "You ask me to state what attention Mr. Robert Wickliffe, Sr., paid you, when sick. I staid with you 62 days, *never having left but twice, for very short intervals*, (each time not exceeding one hour,) except for my meals, and then Mr. Wickliffe was at the table with me. During this time, Mr. W. never was in your room, nor ever sent any inquiry for you, as far as came to my knowledge. When I left the town, as stated, I left your brother William to stay with you until my return. After the ad-

journalment of the House, I staid in your room until you removed, when I brought you home." Very well, Dr. Marshall! You know, of a certainty, do you, that you were 62 days in Mr. Breckinridge's room, never absent but twice, when you left his brother William with him, and was not absent more than an hour each time, except to your meals, where you found *me*? That is, you recollect that you were at the table with me one hundred and eighty-six times! And why, pray Doctor, were you so particular as to know so distinctly, as to say I was at the table when you took your meals? And do you mean to say, of your own certain knowledge and recollection, that for 62 days, (two hours excepted) you never left Mr. Breckinridge's room, except to go to your meals, when I was always with you? Here Doctor, I leave you to the reader's criticism. After Porter Clay's and Dr. Munsell's letters, which I present you a sight of, I am willing to allow an old man to forget a great deal; but he should take care and not recollect too much.

And now gentle reader, having before disposed of the Dr.'s nursery story, I will give you what I hope will dispose of this story also. I will now show you how both Mr. Breckinridge and the Doctor have evaded the real issue of veracity between Breckinridge and myself, by bringing this impertinent statement of the Doctor's, about his sticking fast to Mr. Breckinridge's room for 62 days, together, never, oh never having been out of it, save to take his meals *with myself*, at the private table!

In page 14 of my speech I say that I was informed that he (Breckinridge) was nightly engaged in the ruinous habit of gambling. I lost no time in warning him of the certain destruction to his prospects in life, unless he desisted. He promised fair, but that was all, for he still kept up his habits, until late in the session of 1828, (I think) a mutual friend disclosed to me, that he was ruining himself at Faro, and other games of chance, and had on the night before lost enormously. About the time I expected him to repair again to his sinks of ruin and infamy, I went to his lodging room, and found him in the act of rising from his bed, to accompany some of his companions then in attendance for his company, to commence *Faro*. His guests soon disappeared, and he threw himself into his bed again, pretending to be very sick; after speaking to him privately, not to leave his room that night, and obtaining a promise that he would not, I left him for the night, as I hoped to sleep off the desperation his countenance portrayed, but I learnt afterwards, that the gentleman, instead of going to sleep to ease his mind, took a quantity of calomel, without weight or measure, having no more effectual remedy at command, and was found prostrate the next morning. On this subject I give you the following letter from Presley Davis, Esq.:

MR. WICKLIFFE:

OCTOBER 25th, 1841.

I received your letter by your brother, C. A. Wickliffe, on the subject of a conversation I had with the late Henry Crittenden, with regard to Robert J. Breckinridge, during the time of his service as a member of the Legislature from Fayette. I heard Henry Crittenden say that Breckinridge had lost a large sum of money at gambling and in a short time after the conversation, Mr. C. told me of the very dangerous situation of Mr. Breckinridge, having a violent attack of fever. I have taken some trouble to get the time and dates, but my recollection does not serve me, and I could not see those persons who could have given me information on this subject.

Yours, truly,

P. DAVIS.

I learnt further, that the local physicians proving unable to give him relief, he called in Dr. Marshall, who, with the aid of Dr. Munsell, with hot bath and steam battery, brought the calomel from him in witches balls, and saved his life. During the awful suspense in which his fate was in the hands of his physicians *I remained near him*, and no man living could feel more relieved than I did, when Dr. Marshall exhibited to me the balls of calomel which the steam battery had forced through his stomach, and announced to me his hopes of saving his life. It was to contradict this statement that Dr. Marshall's certificate was paraded. I had said that he took calomel himself, without weight or measure. Dare Dr. Marshall deny that? If he had done so, I would make him, the Doctor, answer

for his pupil's teeth that dropped from his head, and for bringing to the brink of the grave, by the inordinate use of calomel, his favorite. I stated that I remained near the reverend gentleman while his life was believed to be in the hands of his physicians. Why did not the Doctor certify that I was not near him? This would contradict me; but, oh no, the voice of a whole town, tavern and senate, would then contradict him. Well, why did he not deny that the steam battery brought from his pupil the calomel he had swallowed? Doctor Munsell and others would then be in the way. Why not deny that the steam battery had brought forth two balls, and that he shewed them to me? Instead of saying I sent no message from the breakfast or dining table to his precious pupil, for 62 days, he himself is my witness, although I don't admit the fact, that for 62 days I was his shadow at the table within the same house, with his pupil. I will now, reader, only say, would to God that all Dr. Marshall has said about my indifference to the fate of the reverend slanderer, were true to the letter. If I have one mortification upon this earth, which I must shortly leave, greater than any other, it is that while I knew Robert J. Breckinridge to be essentially selfish and brutish in his feelings, and wholly destitute of principle, I took a deep interest in his welfare, and used uncommon efforts not only to sustain him, but to reform him. Could the Doctor not only certify, but swear, that I never saw his pupil with my eyes, *and tell the truth*, he does not know what a load he would take from my conscience; but this would have been as wide of fact as what he has stated.

I wish the reader to understand that my speech was made without preparation and without knowing to what I had to respond, until the reverend gentleman let off his venom at the court house; that I referred to facts, mostly from ten to forty years standing and that of course, when I spoke from memory, I gave, and attempted to give but impressions on the mind. As for instance, when I say towards the last of the session of 1828, (I say I think) I was informed of the gentleman's feats at Faro, and yet I shall be greatly deceived if I am found to have varied from the fact in one single instance, and if I have not shown in every case, where a paper or record will decide that I have been accurate to the letter. I wish further, that the reader will understand that I have not stated that the gentleman was sick when I saw him at his room, but the contrary, that I believed he feigned sickness; that I did not say that he, after I left him, swallowed calomel, and was found next morning prostrate; but that I was so told or informed of Mr. Breckinridge's taking the calomel, and being prostrated the next morning. I received the whole story from this identical Doctor Marshall, and no other person whatever.

It was sometime in the middle of the week when I paid the visit to Robert J. Breckinridge at his room, as stated in my speech. I had been mostly confined in Frankfort from home, attending the courts, and then the Legislature, and sometimes both together, from the first of October. I had been, from the commencement of the session, in a struggle in the Senate, first to save Judges Owsley and Mills, who had imprudently resigned, and were re-nominated by the Governor; both of whom, in spite of my labors, had been rejected by the Senate, on the vote of Col. Mason, the sitting member from Montgomery. The Governor had made numerous nominations, all of whom, except Chief Justice Robertson and Justice Underwood had gone the same way that the old Judges went. In the Senate the struggle to save Robertson and Underwood, particularly Robertson, had been a severe one, in which I separated from a most efficient friend and relative. But I had at last got the court organized; they met, adjourned, &c. when we took up the contested election for the Senator of Montgomery, between the sitting member Col. Mason, and the contestor, General Williams, on the event of which, depended the majority in the Senate. I had this contest on my hands, besides the duty of a Senator, and chairman of the committee of Courts of Justice. These left me little time, as well as memory serves me, to see my family until the Saturday after I had the interview

with Mr. Robert J. Breckinridge. On Saturday, I left Frankfort for Lexington, without hearing or knowing that Breckinridge was not well, and I am now of opinion that he was both well, and, when not at Faro, doing well. On Tuesday, I returned with Mrs. Wickliffe after dark, when I was, for the first time, informed that Bob Breckinridge was dangerously ill, and was attended by Dr. Marshall, who had prostrated him with calomel, &c. &c. As soon after supper as I had suitable rooms provided for Mrs. Wickliffe, I set out to see the reverend gentleman, went to the old frame house where I left him the night I last saw him; the door was shut, and I could get no entrance. I returned to the tavern, told Mrs. Weisiger that I could not get into Mr. Breckinridge's room, who then informed me that he had been removed to a room (I well knew) over the small drawing room. I stepped up stairs, found no one with him but this identical Dr. Marshall—was informed by the Preacher that he was not well, and I saw he was in considerable pain. I asked Marshall in a low voice, and aside from his patient, what ailed him. He stated not much—that he had taken cold, and to relieve himself he had taken an over quantity of calomel, and when he called on physicians, they, instead of giving him physic to work the calomel off, had given him more calomel, until his bowels had become prostrated; but that he was about to adopt a course which he thought would soon relieve him. I replied then, you have given him no calomel? Not a grain, said he. I felt greatly relieved at this news, for I then had the kindest feelings for Dr. Marshall and never suspected that I had an enemy in him. I believed him to be a talented and kind physician, but I knew, and the world knows, what had been said of his immoderate use of calomel, and particularly in the cases of the brother and sister of his pupil, Robert J. Breckinridge. I stated to the Doctor that as to my time, I was entirely occupied, that I had arrived with my wife and servants, but that if I could be of any service, particularly if funds were wanting, to let me know it. He said that I would not be needed, that Dr. Munsell was associated with him, and had only gone home, but would return directly, and they two, with a negro to attend on them, would be all that was needed. I returned to my wife, stated that Doctor Marshall was not the cause of Breckinridge's condition—that the Doctor had given him no calomel, but that he was prostrated by calomel taken by himself, and administered to him before Marshall was called in, and requested her to contradict the report, by stating the facts to Mrs. Weisiger, which, I know she did.

I saw no body but Marshall in the room, until Munsell stepped in, nor have I any recollection of ever seeing William Breckinridge or Castleman until Dr. Munsell saved the life of the slanderer, by galvanizing him. Although I was incessantly engaged with public business night and day, I think I did not let a day pass without not only being in the room, but seeing the pretty face of the Doctor's pupil. My wife has the most distinct recollection that I did every day report his condition to her, until I told her that I did not think Marshall would relieve him, and that he must die; when, as Capt. Weisiger was in a dying condition in the other end of the house, she proposed to leave Frankfort, and as I expected the rever'd gentleman not to survive three days, with her advice I remained, and did what I never have done before or since—sent my wife home with no escort except her servants. This was on Saturday, and on the Sunday night following, I wrote her a letter, of which the following is a true extract:

SEPTEMBER 28, 1841.

The following extracts were made by me from two old letters in the handwriting of Robert Wickliffe, addressed to Mrs. Wickliffe, handed to me by her, and which are now before me.

WILLIAM PRESTON.

ROBERT WICKLIFFE, Sr.

FRANKFORT, Sunday night.

* * * * * "Has my wife safely arrived at home without alarm, and has she found all as she hoped."

"I went to church and heard Mr. Edgar preach a most excellent sermon. He is certainly a most accomplished orator. Dr. Marshall went with me, and is still here with Robert Breckinridge, who is no better. Old Capt. Weisiger is still growing worse. We had a sharp discussion yesterday on the nemtnation of Robertson and Underwood, &c, &c.

"SATURDAY NIGHT, 11 o'clock. * * * My health has been as usual.—Poor Breckinridge still hangs over the brink of the grave, and Capt. Weisiger is gradually sinking. The Legislature is progressing slowly. An unusual portion of the business devolves on me as Chairman of the Committee of Courts of Justice. The contested election still hangs over us, and is made the order of the day for Monday next, &c. &c."

Through the course of the week, my recollection does not serve me to speak, except that at one time I think I urged that his brother William should be sent for, and that the certifying Doctor told me he had been written to, and that I urged that a special messenger should be instantly despatched. Of this, I speak doubtfully. On Saturday night, I entered the room, and found no one in it but Marshall, who informed me that Munsell had stepped out. I saw, according to my best belief, neither brother William, brother Davy, or any other brother there. I thought that he was evidently sinking, and when I retired to my room, I wrote a letter to my wife, of which the foregoing is a faithful extract.

On the next morning early, I met Dr. Marshall in Weisiger's bar room, (not at his meals) when he, in an under tone, informed me that he had abandoned all hope and that his patient must die; that he could not survive longer than 4 o'clock of that day. As I had an opportunity of writing to Lexington by some one just starting, I wrote again to my wife that Doctor Marshall had informed me that poor Breckinridge (yes, poor fellow,) must die; that he could not survive longer than 4 o'clock of that day; and added that I presumed he would be interred at Cabell's Dale, about Wednesday, but on that subject I would write again. Of the receipt of this letter, my family (particularly my youngest daughter,) have a perfect recollection, but as yet it cannot be found. But, before I progress, reader, do you not believe when I wrote thirteen years ago, at 11 o'clock at night, to my wife, a private letter, that this same Doctor Marshall had spent that day with me in hearing a sermon from the Rev. Mr. Edgar, that this teacher of Robert Jefferson Breckinridge really is a little wide of the mark when he says he never left his pupil, except to take his meals with me, twice, not one hour at each time. Again, that I should play his shadow for sixty-two days, and that he should always know, when he left his pupil, that William, another certifier, was in the room, so that between them they could, in 1841, certify most positively and certainly, that I was never in his room, in 1828, is pretty smart, I admit, but nothing to the fact that he and me should, substance and shadow, eat in Weisiger's dining room, 186 meals, just at the foot of the stairs that led to the death-like chamber where lay stretched on a sick bed, his pupil, his children's cousin, and who was my children's cousin, and had married my children's cousin, and who was my neighbor, my countyman, and my representative, and between whom and me there never had been one unkind word, but who, and whose wife, had ever been received within my doors with a kindness next to that extended to my own children—and yet, neither the Doctor nor myself ever named to each other this said R. J. Breckinridge! Is not this passing strange, reader? But I will give you stranger things for the Doctor to forget yet. Precisely at 4 o'clock of the day, by my watch, I went into the room, expecting to see Mr. Breckinridge dead or expiring. When I entered, I found Marshall and Munsell, as I thought, washing his limbs for the shroud; but, on approaching them, I discovered that he was breathing, and that they were giving him a warm bath. As soon as he was taken out of the bath, the Doctor neared me and said, "At four o'clock, I found that he breathed better than he did in the morning, and Dr. Munsell has suggested the galvanic battery. It is a Yankee cure, and may do good; if it does not, he must die; and, if you will be seated, you will see the experiment." I sat down, and saw Munsell give him the first shock, with no perceptible effect. He charged, and gave him a second, when I saw him move, and Munsell stated he heard a rumbling in the intestines. About this, Marshall and he disagreed. Munsell gave him a third, when I not only saw Breckinridge start at the shock, but both Munsell and Marshall stated that they heard an action on his bowels. I then left, but was at the door at day light next morn-

ing, when I found it closed and all still inside. At dinner, however, Marshall told me he had hopes of Breckinridge's life; that the battery had forced a passage. On the night before, while Munsell was preparing the battery, Marshall told me that if ever the calomel was extracted, it would be in the condition of a witches ball taken from the maw of a cow; that it had been, upon the same principle, wound into a ball by the action of the stomach.

After the adjournment of the Senate, I visited the Doctor and his pupil again. I found the pupil much exhausted, but lying apparently easy. Munsell was in the room, when the Doctor reminded me that he had told me last night, that if ever the calomel was extracted, it would come from him in a ball, but, said he, 'it has come from him in two balls.' I desired to see them, when, cleaning one, of the mucus adhering to it, he handed it to me. It was, in size and substance, like a hard boiled yolk of a pullet's egg. I asked for the other. He stated that that broke and crumbled in its passage, but handed me a piece of white paper in which he had preserved it. 'Now,' said the Doctor, 'the hard round ball is what Bob took himself; his stomach was strong, and wound it into the hard round ball you see, and the crumbles in the paper is what his physicians gave him, his stomach being too weak to wind the ball hard.' While all I saw satisfied me that, but for Munsell, Breckinridge must still die, Doctor Marshall's whole conduct raised him, thus far, in my estimation; but when I congratulated him upon the prospect of saving Breckinridge's life, he, with some concern, in a whisper, told me he must leave him—that he had just got a letter from his wife, stating that one of his children was likely to die. I could only express my regret in such an extreme case, and say that I feared if he went, Breckinridge must die. I stayed a short time, saw no preparation for a start by the Doctor, and retired; and as I learned every day that Breckinridge was getting better, and crowds of friends came to the rescue after he was relieved—among them his brother—I don't recollect that I ever entered the room again, or saw the reverend gentleman, except on the day he took his start for home, when he sent for me into Weisiger's drawing room, as he informed me, to speak with me about the Ormsby suit. And this man has taken Marshall's statement to prove my utter indifference for his fate, when he knows that after he joined his wife, and I had reached home, he came with his wife and children to visit me, leaving his carriage and servants at my house, while himself and family visited his other friends throughout the city, for several days. If I had neglected him thus, why visit me and my family, and, as an evidence of his confidence and affection, single me and my family out as the first to receive the honor of a visit? Reader, because his whole story is a fabrication. He believed that I felt great interest in him, with all his faults, and he knew that I was his friend and the friend of his whole family. Seeing the Doctor's sixty-two days certificate, and knowing that Dr. Munsell was present at the battery and the exhibition of the balls, I wrote him the following letter and received an answer, both of which I will trouble the reader to read, as well as so much of Judge Woolley's letter as bears on the Doctor's certificate:

LEXINGTON, August 28th, 1841.

DR. L. MUNSELL:

DEAR SIR—A publication of the Rev. R. J. Breckinridge, denying that I was ever in his room during his illness in the winter of 1828, accompanied with a statement of Dr. Louis Marshall to the same effect, renders this appeal to you, to know of you if your memory serves in relation to my presence once or twice while you were in attendance. And that you may better recollect, I will call to your memory facts and circumstances which I trust have not escaped your memory, if my being several times in the room has. If you remember, that after Mr. Breckinridge was removed from the old frame house where he was taken ill, Marshall and yourself were called in place of the physicians first attending him. I called after dark, where I found you and Dr. Marshall alone in the room, except Mr. Weisiger's servant, where, after the usual enquiries of the health of the patient, Dr. Marshall in a low voice, explained to me the cause of his illness, as followeth: That he had taken cold, and feeling unwell, had himself taken calomel, and his physicians, instead of working off what physic he had taken had added to it, until his stomach had become prostrated, and that owing to the obstruction caused by the mercury, his case was a serious one. That if the mercury could be extracted from him, he thought it would come out in balls, &c. That on the next day or two after, no relief being given, you both despaired of his life. That in this state of the case, you suggested bathing and the

galvanic battery. That while you were bathing him I entered the room, and while I stayed you applied as many as three shocks. That I visited you the next night when your patient was relieved, the battery having brought from him two balls of mercury, one of which Dr. Marshall exhibited whole, the other was broken, which he showed in a piece of paper, you were present, but Marshall held the balls and conversed with me, while you were engaged with the patient. I trust that your memory will enable you to speak of my presence and other facts I have stated.

I wish also to call to your recollection, that Marshall informed me that he had, on the night of the last visit I speak of, received a note from his wife informing him that one of his children was very ill, and like to die, and whether I did not urge him to remain with Breckinridge, as his life depended on his presence, and the fate of his child would, in all probability, be decided before he could reach home. I trust to our former acquaintance and the kindness of your temper for making this request of you. I hope you will give me any information of my presence and conversation with you during your attendance on Mr. Breckinridge, at as early a day as your convenience will allow, and greatly oblige

Your obedient servant,

R. WICKLIFFE.

INDIANAPOLIS, September 16, 1841.

R. WICKLIFFE, Esq.:

DEAR SIR—I received your letter of the 23th ult. and have maturely considered its contents.

Upon an occurrence which transpired 12 or 13 years ago, and the particulars of which were, in their nature, but little calculated to make a lasting impression upon my mind, it can hardly be expected that I should speak with much certainty.

I well recollect that I was called upon to attend Mr. Breckinridge, in connection with Dr. Marshall, that it was in the winter, and during the session of the Legislature; and that his room was frequently crowded with his acquaintances who came to visit him. But, with regard to individuals, except his brother William, John C. Young and David Castleman, my memory entirely fails me.

I have a distinct recollection of the "facts and circumstances" which you call to my memory, and which you have in the main, correctly stated; but whether Dr. Marshall "received a note from his wife informing him of the illness of one of his children," I am entirely ignorant.

I have endeavored to tax my memory severely, in order that I might give you the most satisfactory answer to your enquiries, but the foregoing is all that I feel authorized to state with certainty.

I am, dear sir, very respectfully, yours, &c.

L. MUNSELL.

LEXINGTON, November, 1841.

DEAR SIR:

In my former letter I answered so much as I then supposed was desired by you. I had not seen your reply to Mr. Breckinridge, and did not know how far to respond. Having been informed by you since, that a reference is made to me upon other points, I proceed to give you my best recollection upon them. I was in Frankfort when Mr. B. was taken sick, and left the next day for this place. I returned on a Monday, some time after, and arrived at your room in Frankfort, a short time before dinner. You informed me that Mr. Breckinridge was dangerously ill, and apprehended that he must die; that you had seen him the evening before, and gave other reasons which I deem unnecessary to mention. I expressed a desire to see him. You informed me of the room in which I could find him, (for that had been changed,) and that you would go with me. We were about to leave, when a gentleman, who, I believe, to have been Col. Flemming met us, and stopped you. I proceeded, and opposite the private door of Mr. Weisiger, I met Dr. Marshall, I enquired how Mr. Breckinridge was, and if I could get to see him; and received from the Doctor the response, that he thought him better, and that I was at liberty to visit him. I went to the room, and after conversing a few minutes, you came in. We remained a short time, and both left, I believe for dinner.

After the decision of the case of Breckinridge and Ormsby, I had a conversation with Mr. B., in which he stated that you had been counsel for his father's estate, for a great many years, and had rendered it important services, and expressed his obligations for them. That although you had not succeeded in the suit of Lee's executors, against the estate, you had by your professional labor and ability, procrastinated the decision, until you obtained the decree against Ormsby, out of which the estate would be enabled to pay Lee's judgment, thereby preventing a sacrifice of property. He said the estate owed you an account of long standing, the amount he did not know, and that he never had any settlement with you. Mr. Breckinridge at other times, before he became unfriendly to you, expressed grateful feelings towards you, for your friendship and attention to the heirs of his father's estate.

Yours, &c.

A. K. WOOLLEY.

Letter from General ROBERT B. McAFEE, Ex-Lieutenant Governor and Speaker of the Senate of Kentucky, received since this publication appeared in the Observer and Reporter:

HARRODSBURG, December 24, 1841.

DEAR SIR:

I have received your letter, in relation to having seen you in Mr. Robt. J. Breckinridge's room, while he was a member of the Kentucky Legislature. I can only say, that I called twice to see Mr. Breckinridge during the session. The first time he had company, and I remained but a few moments,

the second time I called to see him, I found him in bed sick, there was no person present but a servant, and in a few minutes after, you came in and enquired how he was. You took a seat by his bed and finding that he did not wish to converse, I immediately retired, leaving you in his room, I did not hear any farther remarks, and I cannot say what passed between you, or how long you remained.

Yours, with high respect,

ROBT. B. McAFEE.

Here is the statement of a highly respectable gentleman, added to that of Judge Woolley, and my own letters, written to my family from Frankfort, while Mr. Breckinridge was believed to be dangerously ill, positively disproving his statements that I never was in his room, or paid him the least attention during the whole time of his illness. The reader will, no doubt, ask what could have possessed Mr. Breckinridge to have exposed himself in this particular, as well as others, to a conviction of wilful falsehood, I answer as I have done before—being moved and instigated by the devil,—he has done it, and is ready to do what he *has done, again*. Little does he care if I prove that he has uttered a falsenood. He, no doubt, laughs that I have put myself to the trouble, and been fool enough to do it. Mr. Breckinridge is like a professional gentleman I once knew, who, when told by his client that he was “a liar and a cheat,” replied, “What of that—why not tell me of something I don’t know.”

The next impudent attempt of the reverend slanderer is his statement of a palpable falsehood in saying that I did not argue the case of Breckinridge and Ormsby, and in further stating that Chief Justice Robertson and Mr. Chinn authorized him to say that I had not argued the case. Judge Robertson authorizes me to say that the statement of the reverend slanderer is, as to him, gratuitous, and I learn that Mr Chinn makes the same remarks. It appears to be a trick of the gentleman to vouch high names for his falsehoods. He vouches in like manner Mr. Charles Carr, to prove that I never rendered the most painful services which I stated I did, for his sister Letitia. Mr. Carr never stated any such thing, but the contrary. When two of the gentleman’s certifiers, Benj. Warfield and David Castleman, applied to him to give them a certificate, he assures me that he told them that so far from my not rendering the service, he thought I had done more than my duty, for he thought I had obtained for Mrs. Grayson unjust verdicts; that he did not press his execution until he got his debt, but that after waiting sometime, Gen. Robert Breckinridge, Alfred Grayson’s trustee, paid him. And yet the reader will see what a pretty tale the reverend gentleman has manufactured out of what Mr. Carr has said. Charles Carr is your neighbor and countyman, and I refer to him, as I do to Judge Robertson, to contradict the slanderer; and herewith present his letter:

NOVEMBER 1st, 1841.

DEAR SIR:—In answer to the interrogatories put to me some days ago by you, my impressions are: First, That you did some thirty years ago, appear as the counsel for Mrs. Grayson, in which her negroes were taken in execution for her husbands debts. Secondly, That you did succeed in all the cases before the Jury. Thirdly, That the Jury did not finish until about 11 o’clock at night, one of the coldest nights, with the worst roads that I ever remember to have ridden from Lexidgton to my house.

C. CARR.

ROBT. WICKLIFFE, SR.

The gentleman has, in connection with his slander about the Ormsby case, committed a little slight of hand on my speech, so as to make Judge Oldham’s certificate mean something. In speaking of the gentleman’s losing confidence in the counsel he had agreed with me should aid Judge Woolley, in page 11, I say, ‘When the day of trial came NEAR, my present slanderer and persecutor had confidence in me alone.’ In page 18, of his book, the preacher makes me say, not when the day of trial came NEAR, but when the day of trial came ON, and then states that when the day of trial came on, he was sick, &c. When the trial came on, I believe that he was so far recovered that he could not only have discoursed about the case, but have attended the trial; and before the court had taken a recess—indeed before the old Judges were rejected, the suit was approaching a trial, when the gentleman objected to trusting the case, as we agreed, to

Chinn's argument, and forced me into the argument. Time was necessary, and existed sufficient to prepare for the trial. And, to practice this little artifice upon the public, the reverend saint piously alters the word NEAR into the word ON. To prove that the gentleman has been guilty of fabrication in this whole story, I here present the reader with a copy of the Reporter's statement of who argued the cause, and refer to Judge Woolley's statement, to prove that Breckinridge states falsely. And to prove that the Senate and Court were in session when I argued the case, I present the Clerk's certificate:

STATE OF KENTUCKY, Sct:

Breckinridge's heirs, & al. vs. Ormsby, decree, of Jefferson.

It appears from the record in the Court of Appeals Office, that the argument was closed on the 19th of January, 1829.

The case is reported in 1st, J. J. Marshall, page 236, and the reporter appends to the case, that Wickliffe and Chinn were counsel for the appellants, and Haggin and Crittenden for the appellee.

It appears from the printed acts filed in my office, that the Legislature was in session on the 29th January, 1829.

J. SWIGERT.

LEXINGTON, November 18, 1841.

The following is an extract from a letter, dated "Lexington, May 25th, 1829," signed "Robert J. Breckinridge," and addressed to the Hon. Chas. A. Wickliffe:

WM. PRESTON.

"I take leave to say that we are indebted for fees, (perhaps to a considerable amount) to your brother Robert, and that it might perhaps be agreeable to all interested, to adjust the business in that way, as far as practicable."

The gentleman then accuses me with stating untruly, of his conduct as a gambler and of his reasons for not settling up his father's estate; and parades the certificates of his brothers, William and John. Of William, I can only say that he has been a little cautious; but his desire to save his brother has made him omit the whole truth. As to John, he never knew any thing about his father's estate, and did not know whether he stated the truth or not, when he was induced to give his knavish brother the certificate. One thing I will say, that both of them knew that although he had been about 17 years acting as trustee, he never had settled his accounts; and another thing they also knew well, that although General Porter had pressed him to a settlement, he never has got one out of him; and a third thing they both knew, and that was, that in the year 1838, when Gen. Porter was last here, he not only engaged me to bring suit against the reverend gentleman, to force him to a settlement and left in my hands the papers and vouchers to do so, but was induced to withdraw them by the interference of the said John and William, who pledged themselves that the reverend gentleman should convey to the heirs of their sister Letitia, certain lands in Ohio, belonging to the estate, in satisfaction for the land lost by Letitia. He may have settled with the certifiers, but has he with the certifiers sister's son, Grayson? Has he settled with his sister's husband, General Porter? Has he allotted to his brother Cabell's wife her share of John Breckinridge's estate? I imagine neither of the reverend certifiers will answer in the affirmative to any of these questions. By the act of Assembly, the Circuit Court has the power, from time to time, to appoint commissioners to settle with the reverend gentleman; but seventeen years have passed away, and no settlement yet, as I am informed. The certifiers say he has been vigilant and faithful. This I deny. On the judgment against poor Sam. Beall, I recovered for the administrators of John Breckinridge (Cabell Breckinridge bought in) 4,000 acres of land on the waters of Green River, the property of Walter Beall, then, and now worth, as I am informed, little short of forty thousand dollars, and the reverend gentleman has, as I am informed and believe, allowed every acre of this land to be taken by squatters and adversary claims, without making an effort to save an inch of it. He has been very vigilant, when he has left the two suits, the one, Breckinridge's administrators against Walter Beall's administrators and Samuel Beall's executors, and the other, Breckinridge's administrators against Lee and Nicholas, &c., stand on the docket until this day. I left one of these suits waiting for a final decree, and the

other for the service of process, in 1830; and the reverend vigilant agent has them now in the same condition. Such is his vigilance.

I would also ask the surviving certifier, what piece of property, or what suits or other difficult business has the Rev. Rob't J. attended to vigilantly? I answer, not one! But as soon as I finished suits, he sold and sacrificed his father's lands, and pocketed or squandered the proceeds. For instance, I recovered for the family two tracts of land in Mason—what has become of these lands, or the money received for them? I recovered for them 333 acres of land adjoining the town of Nicholasville, then worth twenty dollars per acre, 6,600 dollars, now worth 80 dollars per acre to the infants, had he not sold them, 19,800 dollars. I deeded to the heirs, 2,300 acres, extending on the Ohio, from the mouth of Patton's creek up, including Middle creek, then worth 5,000, now worth to the infants 18,000 dollars. I recovered for them about 800 acres of land on Harrod's creek, then worth 8,000 dollars, now worth 16,000 dollars. I recovered from Ormsby, 8,000 dollars; from Beall's administrator, say 8,000 dollars; besides the 4,000 acres of land, then worth say 20,000, dollars, now worth 40,000. I recovered for the heirs 365 acres of land, from their aunt Meredith, then worth 7,100, now worth 24,150 dollars. What has the gentleman done with all this property and all he got hold of by his own vigilance and the vigilant and faithful counsellors he has paid, while he has left me unpaid, except by abuse? From his own statements, and from what I know, the estate of his father was clear of debt, save Lee's debt, and that the judgment against Ormsby paid. Now how does it happen that his sister's children are houseless and homeless in their grandfather's country, and that John alone of the heirs has a little speck of their father's estate; that Cabell's widow and children are houseless and homeless from their father's and grandfather's estate; and this faithful and trusty agent is buying out John and William, and all the heirs; and he alone, of all the heirs, has money and lands to brag about. Tell me how this happens, and not that your brother has had great difficulties. Name those difficulties, as the world will not believe your certificate. Ah! and tell why your reverend brother, when he was hunting for white washers among his family, did not apply to the illustrious husband of the elder branch of the family? *His* certificate would have been decisive. But he was very far from approaching Gen. Porter for certificates. Had not Porter, by the persuasion of John and William, withdrawn his papers, I would, e'er this, have taught the gentleman not only how to act as a trustee, but how and where he ought to settle his trust accounts, and I would have taught him too who, in reality, owns Brædalbane, alias his aunt Meredith's land.

But the Reverend gentleman complains that in rendering my accounts, I charged items against him as trustee of his father, for monies paid for his brother Cabell's estate, and exhibits the items. The first is a suit of Logan & Morton, as he has it, (Logan & Hytle, it should be.) I charged Cabell Breckinridge one hundred dollars, he being joint security for Hytle, a non-resident, in an expensive suit here and in the Court of Appeals. I had to pay the whole expense, two hundred dollars, and I asked the return of one hundred dollars. Cabell Breckinridge had, for Col. Mercer, brought four writs of right, one against J. Davis, one against Caldwell, one against Champion, and one against Bob Davis, and was security for costs. I was the attorney for the defendants, and gained all the suits. My clients had judgments for costs, which amounted to the sum of 150 dollars. They not being able to get their costs out of the plaintiff, he being out of the State, demanded of me to coerce them out of the estate of the security, Cabell Breckinridge. Sooner than do so, I paid the costs myself, expecting them of Col. Mercer. His widow, finding that her husband had taken in fee bills to the amount of \$15,* sent a young man by the name of Breckinridge, (as he informed me,) with them, to me, to ask me to advance the amount. This I did, not doubting

*My book says \$35 sent, instead of \$15 as stated by Mr. Breckinridge.

that Col. Mercer would pay me; but, on writing to him, he declined paying, replying that he had placed money in Cabell Breckinridge's hands to pay the costs. I placed the charges in the hands of the reverend slanderer, to be paid out of any monies which were coming to his brother, but which he has the meanness to refuse to pay, or any part of it. I could coerce every farthing of it, but I will sooner lose it than ask the widow and children of Cabell Breckinridge for it. I can, thank God, still give my children enough, if they are honest, never to treat a dead brother's friend as the reverend gentleman treats me, in refusing payment, although he has, as I verily believe, a large sum in his hands, due his brother's estate.

But the pious gentleman has said that the fifty-five dollars he paid Judge Woolley was the balance of my account. Now, gentle reader, this statement the reverend gentleman knew to be untrue, and yet he made it, with my account staring him full in the face. I will state my account, as I rendered it to Cabell, (not exhibited for payment, as the reverend preacher charges,) and as exhibited, for payment, to the reverend gentleman, leaving out, perhaps, the charge for a fee against Beall, Lee, Nicholas and Owings, and another, whose name I did not insert in the account book before me:

J. BRECKINRIDGE'S ADMINISTRATORS,

TO ROBERT WICKLIFFE, Dr.

1807.	To fee in suit against Lee's Ex'rs, (demand \$8,000, gained,)	\$10
1808.	" fee in second suit against same, (lost.)	20
1811.	" fee against David Wood, (demand 3,000 dollars, gained,)	10
"	" fee in suit against McKee and Kenton, for valuable lands,	20
"	" fee in suit against same, for valuable lands,	10
"	" fee in suit of Ross & Carneal vs. Preston & Breckinridge, for 2,800 acres of land, worth then 40, now 70 doll's per acre, (gained,)	50
"	" fee in suit of Breckinridge's administrators vs. Beal's administrators, for £2,000, (gained,)	30
"	" fee in suit of Morrison's heirs against Craig, Rice and others, for one thousand acres of first rate land, which was gained,	40
"	" fee in suit of Breckinridge vs. Fowler, (gained in Chancery,)	10
"	" fee in suit of Breckinridge's admrs vs. Grubbs, (gained in Chancery,)	10
"	" fee in suit against John Green, (on motion, gained,)	10
"	" drafting petition and attending Court to get commissioners appointed to divide estate, (gained,)	5
"	" amount paid John McIntire, for going to Frankfort, and for papers,	15
1813.	" drawing bonds and making contract with Guthrie, &c., (sold land, received and paid over the purchase money paid,)	5
1817.	" fee in suit in Court of Appeals, vs. Lee's Executors, (gained,)	40
"	" fee in suit of Morrison's heirs vs. Craig and others, in Court of Appeals, (gained,)	50
1820.	" fee in suit vs. Meredith, in Fayette and Court of Appeals,	60
1821.	" fee in suit vs. Dallam, &c., (gained,)	30
"	" fee in suit vs. same, in Court of Appeals, (gained,)	50
1826.	" drafting answer and demurrer to Ormsby's bill in Jefferson,	10
"	" fee in suit vs. Peter Ormsby, in the Fayette Circuit Court, (gained,)	30
"	" fee in suit vs. Beall, on bill of review, (gained,)	50
"	" do. in Court of Appeals, (gained,)	50
"	" do. on motion to set sales aside, (gained,)	20
1829.	" fee in suit vs. Ormsby, in Court of Appeals, (demand, 8,000 dollars, gained,)	100

Amount carried forward, \$835

1829.	To amount brought forward,	:	:	:	:	\$835
"	" fee in suit vs. Beall, in Court of Appeals, for land in the county of Oldham, (gained,)	:	:	:	:	50
"	" fee for second case, in Court of Appeals, against Lee's Executors, (gained,)	:	:	:	:	30
"	" fee in fourth trial in Woodford, (lost,)	:	:	:	:	30
"	" fee in same case, in Court of Appeals, (lost,)	:	:	:	:	30
						<hr/> \$975

CONTRA.

1810.	By the hire of Michael, (a thievish runaway that had lost part of his feet by frost,	:	:	:	:	\$60
1811.	" same negro's hire,	:	:	:	:	75
"	" cash received on judgment against Grubbs,	:	:	:	:	163
"	" old books paid Woolley,	:	:	:	:	55
1829.	" C. A. Wickliffe's note,	:	:	:	:	265
						<hr/> 618

Balance, \$357

These charges will astonish the profession. They are less than one half of what is an average charge by the profession generally, and not more than one fourth of what I would have charged a stranger; and for all I did for Letitia Grayson, for the heirs of Cabell Breckinridge, for all I suffered in the flesh in the jarring and controversy between the reverend gentleman and his certifying brother-in-law, David Castleman, for several suits against the widow of John Breckinridge, and for counsel, instruction and advice, given for twenty years, I have charged not a cent. And for all I have done for the Administrators, besides several fees not charged, for twenty years service, more successful than the world can produce an example of elsewhere, I have only charged 975 dollars; and have, in point of fact, received on hire an old, lazy frost-bitten, thieving, runaway negro, for two years; 55 dollars in old books; a judgment I recovered out of an insolvent debtor's security for 163 dollars; and credit for the infamous demand against my brother for 265 dollars—leaving 357 dollars which the honest preacher refuses to pay, and leaves me to lose 265 dollars paid for his brother Cabell; and, to cover his infamy has falsely stated that the old books sold Woolley balanced our accounts. That the reader may further understand how this gentleman has treated me, I will state as a fact of which I was informed, and of which I have no doubt, that on Mr. Chinn's draft for his speech in Ormsby's case, he paid him, cash up, 200 dollars, while for Judge Woolley's and my own excessive labors in the case, I charged but 100 dollars, and this he basely refuses to pay.

That the reader may learn how fair he has dealt with my brother, who rendered most essential service to the estate, I will state his case as can be sustained by positive proof. On searching the rule docket of the Federal Court, I discovered a suit in the name of John Breckinridge against Walter Beall, claiming a thousand pounds and interest alleged to be due and owing from Walter Beall to John Breckinridge, secured by mortgage, and the record showed that Mr. Breckinridge had withdrawn the mortgage, but had left a copy of it among the papers. As there was no pretence of jurisdiction for such a suit in the Federal Court, I concluded that if any thing was due on the mortgage to Breckinridge, (who I knew had some controversy about the debt,) he had only filed the bill in the Federal Court to bring Beall into terms. I knew him too well not to know that he had never brought the suit with a view to try it there. I of course had the suit dismissed for the want of jurisdiction, and instituted a suit to foreclose the mortgage, in the Fayette Circuit Court, within whose jurisdiction the Sheriff found the devisee of Beall. I was vigilant in having the process duly served on all the defend-

ants, and setting the cause down for trial at as early a day as I could do after I was ready. The devisees and I believe the administrators of Beall both answered, stating that the mortgage was obtained from Walter Beall by the fraud of J. Breckinridge, who had no claim whatever on Beall, but had entered his house knowing he was insane, and obtained the mortgage. I state from memory, and can only vouch that I mean to be correct, as to the defendant's answer. After answering, the representatives of Walter Beall neglected to file their papers and to take depositions before the time allowed by law for that purpose expired. I set the cause down on bill, answers, and exhibits for trial, and at the proper time I obtained a decree, the defendants still neglecting to defend. This decree was for principal and interest, amounting to about two thousand pounds, Kentucky currency. In obtaining this decree, I practised no art, took no advantage, as is infamously insinuated by the parson; but used simple and faithful vigilance. After the decree was obtained, the defendants tried first to set it aside by a bill of review. This I met and had it overruled, in both the Inferior and Supreme Courts. Ormsby, a sub-purchaser, then tried the same process, and was met and defeated in the same way. While this was the fate of bills of review, I still apprehended great danger from the under purchasers, as the proofs were unquestionable as to Beall's insanity, but their remedy, if any, I knew was by original bill, and as the decree embraced property consisting principally of lots in Bardstown, I advised Cabell Breckinridge to spread his debt over the whole of the lots, so as to distribute the loss equally, and thereby make each lot-owner buy in his own property, and in this way prevent the whole of the lot-owners from combining together, employing counsel, and greatly annoying him, if not finally defeating him. I knew that the mortgage embraced property, in value, to five times the real debt, and I knew that my brother Charles owned a lot of not much value, embraced in the mortgage, but as his lot was an old purchase from Beall himself, I knew that it could not be sold until the lots that were held by Beall and his representatives, after the sale to my brother's alienor, were first sold, and that such lots would sell at fair prices, for five times the debt. This I explained to Mr. Breckinridge, and despatched him with a letter of advice and introduction, to engage the professional services of my brother, and as both were ignorant of the rule of equity, that the last property sold by the mortgagor shall be first sold to pay off the mortgage, Mr. Breckinridge stipulated that in no event should my brother's property be sold, or if sold, the price bid for it should be remitted. To prove this, I here present the reader with two letters from Cabell Breckinridge to Charles A. Wickliffe:

BARDSTOWN, March 13, 1822.

DEAR SIR:

From an amended decree, in the case of Beall and Breckinridge's administrators, you will perceive that a second sale of the mortgaged premises becomes necessary to make up the amount of the money, not included in N. B. Beall's and Mr. Ormsby's bonds. Gen. Lewis will show you the papers. I have directed him to advertise all the unsold property, except your lot. Have the goodness to consult with the General, as my interest may require.

With respect, your friend, and servant,

J. CABELL BRECKINRIDGE.

LEXINGTON, June 24, 1820.

DEAR SIR:

The concerns of my family, and the duties which devolve upon me at this Court, will prevent me from attending the sale of Beall's property, in Bardstown on Monday next. I feel this disappointment the less, because I place implicit confidence in your judgment and discretion, in the management of this business. Were I present, I should submit myself mainly to the guidance of Gen. Lewis and yourself. Of the property contained in the mortgage, and embraced in the decree, I know nothing. The General and yourself are acquainted with the most, or at least, with a considerable part of it. Now, sir, I wish you to represent me on the occasion, and for that purpose, fully authorize and empower you, to direct which of the mortgaged parcels shall be sold first; to bid for such pieces and articles of property, as you may deem it advisable to purchase in, under the decree, and in all respects to act, as if you were acting in your behalf. I submit, however, the following views and wishes, which you will regard so far, as circumstances, in your opinion, may not render inconsistent with the best interests of those, for whose benefit this decree has been made.

My father's estate needs the money. I have made my arrangements, in the management of that

estate, to make about fourteen hundred pounds of the contemplated sales, meet and discharge that amount to be paid by my father's heirs, when a cause that will be tried at the next term of the Court of Appeals; and in which we will fail, shall return. It would be desirable for the heirs to obtain the money, in preference to the mortgaged premises or chattels, because they have considerable real estate, and but little active capital. I would therefore, wish others to become the purchasers of the property, unless in such instances, as where said property is valuable, yielding present profit, or rapidly appreciating in value, and not selling for more than a fourth or a third, (in no instance a half to be exceeded) of its real value.

I have not the least desire to interfere with the individuals who have purchased any of the property named in the mortgage, if it can be avoided consistent with my interests. We want our money—and nothing more. We desire not wantonly to interfere with the claims of others; but if we cannot get what we most desire—what we are entitled to under the decree—and great speculations are to be made by the estate of Beall, we wish and intend to have all the benefit and profit of such speculations, if the purchase of property which nobody else will buy, can be called by that name. You will omit the sale of the property, in which you are personally interested. Gen. Lewis, in his letter to me, suggested (perhaps my memory deceives me, and you made the suggestion,) that it might be advisable to extend the credit. Under all the circumstances of the case, and after some reflection, I am unwilling to do so.

Some attempts, I believe, have been made to stop the sale. I cannot think any good cause can be shown for delay.

This letter will be handed to you by Mr. Devore, by whom I shall be glad to hear from you.

Yours, respectfully,

J. CABELL BRECKINRIDGE.

The sales were made in strict conformity to instructions, and were faithfully attended to by my brother, who lived in the town, he bidding for Mr. Breckinridge only, so as to make each owner pay according to the value of the lot and his circumstances. However, in selling Ormsby's lot, he thought it justice to Beall and the other lot-holders, to run him up, for his lot to four thousand and thirty dollars. This made the balance of the mortgage a trifle to the poorer lot-owners. The reason why he run up Ormsby was, that he, Ormsby, was a speculator, and had bought the lot at Sheriff's sale for, I think, \$1,000 only, and had sold half of it to James Smiley, for \$4,000. When the commissioners had cried off all the lots but one besides my brother's, and that one a lot of little value, and as my brother's lot was not to be sold, he bid the balance of the execution for the lot, thereby paying off the whole debt, and, *pro-forma*, put his bond in the hands of the commissioner. On Mr. Breckinridge's receiving the papers and consulting with me on a motion made by Beall to quash the sales, he stated that the commissioner had taken my brother's bond; that he certainly did not wish any order that would bind him to pay it, as my brother's services to him greatly exceeded in value the amount of the bond, and his buying the lot, was only relieving his own lot, which he was by contract bound to exempt. I told him as they were attacking the sales, we had better not say any thing about that bond; but have them all confirmed, and he could then send my brother his bond, to which he readily assented. The motion to quash was overruled, and the sales all confirmed, and I always thought that the bond had been returned to my brother, until about the year 1829, when Robert J. Breckinridge called on me to know how it was that his brother Cabell did not collect that debt. I told him that by express agreement between Cabell and myself, that bond was to be returned to my brother, and that his brother had, no doubt, without intention, neglected to do so; that I had been the cause of my brother's being engaged, and thereby deprived him of a fee from Beall and the settlers, and connected him in the claim against his neighbors; that he had rendered not only a valuable service but an irksome one, for which the whole note was a moderate compensation. I understood that he fully concurred with me, and never until he determined to have a break-out with me, and I caught him in the dirty trick which I shall presently discourse upon, did I ever hear that the gentleman intended to make my brother pay the bond, and to get compensation as he could for his services. When I learnt this, and that he had written my brother a most insolent letter about the debt, I sent the gentleman my own account for payment, directing that he should be told that as I had got my brother into the difficulty, I would pay his fee myself. The gentleman's pride stooped to take the credit, and he gave up

the bond more than eleven years since, which, I am informed, was actually handed to Charles A. Wickliffe, and yet is this *honest* preacher charging the bond with interest up to the date of his last book!

Would to God that the reverend gentleman's venom had been exhausted in first defrauding me out of my own account, and then out of the amount of my brother's note. This, and all the falsehoods he had theretofore heaped upon me, would have left me free to respect and venerate the name of his father, as I had always done. But, reader, if you will bear with me a few pages more, I will no longer detain you about his parol slanders, and such certifiers as his mother, Dr. Marshall and brother William, whose names are strewn through his book to hide and keep out of view the whole truth. The records of the land shall now speak and prove Robert J. Breckinridge an honest or a dishonest man.

In my speech on page 6, speaking of John Lee's debt, I proceed to say: But added to this, George Nicholas and Walter Beall, gave John Breckinridge their joint bond, to indemnify Breckinridge and all creditors, and this said Robert J. Breckinridge found, among his father's or brother Cabell's papers, George Nicholas and Walter Beall's bond for indemnity, which he says he has lost, but which I have always believed he, for motives which he knows I know, has hitherto suppressed. To this remark, Mr. Breckinridge with his accustomed impudence, after abusing me for a liar, in saying there ever existed such a bond, in the 10th page of his libel, breaks forth and says:

"I demand of you, as a man long skilled in all the tricks that bring disrepute on the noble science of the law, to assign one tolerable reason, in this whole transaction, why there ever could have been such a bond, as you say you knew existed?"

* * * * *

"In other words, is it not perfectly clear, from the mere statement of the case, that neither Beall nor Nicholas could have executed such a bond; in other words, that no such bond ever existed."

Now reader, could you believe that a man existed upon the face of the globe, that dare to utter what he has done, with a perfect knowledge of the existence of the bond; and that he, or his lawyer, at his instance, had filed it in the Clerk's office of the Fayette Circuit Court, artfully concealed in the folds of the old mortgage, among the papers of his suit against Lee, Beall and Nicholas. I here trouble you to read the bond, as copied by the Clerk from the original in his office, in the handwriting of the slanderer's father:

This agreement, made this 1st day of March, 1798, between John Breckinridge, of the one part, and Walter Beall and George Nicholas, of the other part, witnesseth; that the said Breckinridge hath this day sold to the said Beall and Nicholas, all his right and interest in and to the Iron Works, on Slate Creek, and all rights and interest in and to the lands he has any claims to lying within three miles of the furnace, or within three miles of the forge agreeable to the contract entered into by the united company, bearing date the 6th day of March, 1795, the said Beall and Nicholas clearly understand, that they are to take just such title, as the said Breckinridge has in said Works, and the lands around the same, within the distance aforesaid, the said Breckinridge not hereby intending, meaning or agreeing to warrant the title thereto in any manner whatever, except against him, the said Breckinridge or his heirs, or any person claiming under him or them, or to make any restitution of any kind, or reparation in damages, in case the title to the said works or any of the lands aforesaid should be evicted or lost. It is further agreed that the said Beall and Nicholas are to pay the persons from whom the said Nicholas and Breckinridge purchased any lands within the bounds aforesaid, the prices for the lands the said Nicholas and Breckinridge were to pay to persons from whom they purchased the same, upon the event of establishing the title thereto.

All future expenses of investigation, &c. establishing at law, or otherwise, the titles to any of the lands hereby sold by the said Breckinridge, shall be incurred by the said Beall and Nicholas; but the said Breckinridge is to stand bound for his personal services as a lawyer, on behalf of said titles, for which he is to make no charge. No demand is from this day to be made by the united company on the said Breckinridge; but the said Breckinridge is to settle his private account up to this time with the united company, and with George Thompson & Co. This said Breckinridge yields up to the said Beall and Nicholas, his third part in the negroes Charles, John and Abram, purchased in partnership between him, Geo. Nicholas and Geo. Thompson. he also sells to said Beall and Nicholas, his third part of one half of 500 acres of land, conveyed to him by Jacob Myers, called the Mud Lick Tract, the said Nicholas and Beall complying with said Breckinridge's contract with said Myers. It is further agreed and understood that if upon settlement between Geo. Thompson & Co. and

Geo. Cocky Owings & Co. agreeable to the contract of the 6th of March, 1795, the said Geo. Thompson & Co. should fall in debt to the said John Cocky Owings & Co. the said Breckinridge shall stand responsible for the third part thereof, so far as one third of whatever part of three tracts of land in the name of Alex. St. Clair, of one thousand acres each, lately surveyed on Little Slate Creek, will amount to 12 shillings per acre, and which may lie within three miles of the forge aforesaid, and in case the said Geo. Thompson & Co. shall not, upon a settlement as aforesaid, fall in debt to the said John C. Owings & Co. the said Breckinridge shall have nothing to pay to the said Beall and Nicholas on account of said St. Clair's land. And if the said John Cocky Owings & Co. and Geo. Thompson & Co. do not, within 12 months from this date, settle their accounts as aforesaid, it shall be in the power of the said Breckinridge, on behalf of the said George Thompson & Co. to direct a suit or suits to be prosecuted against the said John C. Owings & Co. for a settlement, in all which said transactions in effecting the said settlement either by law, suit or otherwise, the said Breckinridge shall have a right to aid and vote in the same manner as if he had not sold to the said Beall his interest aforesaid.

In consideration whereof, the said Beall agrees to sell to the said Breckinridge, one thousand acres of land on Bear Grass, as was allotted to the said Beall adjoining the lands of Alexander Breckinridge, the title to which, clear of any incumbrance or expense, the said Breckinridge is to obtain from the representatives or trustees of the said Samuel Beall, dec'd., from whom, in his lifetime, he purchased the same. Also, six hundred acres of land, about two miles below the mouth of Drennon's Lick Creek, on the Kentucky River, purchased also from the said Samuel Beall, the 8th day of November, 1792, the title to which said land the said Breckinridge is to obtain as aforesaid, and for which the said Beall will not be answerable in any manner whatever, except that the said Beall will possess the said Breckinridge with an agreement entered into between him and the said S. Beall, in his lifetime, on the subject of the said sale, whereby the said Breckinridge may, in case of deficiency of title, avail himself of all advantage by said agreement. It is clearly understood by the parties, that the said Walter Beall is not to warrant the goodness of the title to the said 1000 acres of land, the said Breckinridge resorting to the heirs of Samuel Beall, dec'd. in case the same should prove defective. But it is also understood, that the said Breckinridge shall, in case the representatives or trustees of the said Samuel shall refuse to make a title to the same in fee simple with such warrants as the said Walter hath contracted, be enabled by the said Walter under his purchase aforesaid, to compell such conveyance, and in case the right of the said Walter shall not be sufficient for that purpose, he the said Walter shall in that case be liable to the said Breckinridge as warrantee. But in case the said Breckinridge, upon inspecting the agreement between said Walter and Samuel, shall not like the title to be conveyed to the said Walter, said Breckinridge will cancel the said contract. The said Breckinridge also, for the consideration aforesaid, sells to the said Beall and Nicholas, all his right to and claim in and to all goods and chattells, stocks of every kind, castings, store goods or property, or things of any kind belonging, or debts due to the said united company.

In witness whereof, the parties have hereunto set their hands and seals, the day and year aforesaid.

J. BRECKINRIDGE, [Seal.]
WALTER BEALL, [Seal.]
G. NICHOLAS, [Seal.]

Test:—ISAAC TELFAIR.

MEMORANDUM.—The said Breckinridge agrees to surrender title to aforesaid Beall and Nicholas all his interest in the claim of three thousand acres, and in the name of John Mosely, although the whole tract may not lie within the bounds aforesaid.

JOHN BRECKINRIDGE, [Seal.]

Test:—ISAAC TELFAIR.

KENTUCKY—FAYETTE CIRCUIT COURT:

I, Harry I. Bodley, Clerk of the Court, in and for the Circuit aforesaid, do hereby certify, that the within and foregoing instrument of writing is truly copied from the original, on file in my office, in the Chancery suit of John Breckinridge's administrators vs. Beall's heirs, Lee's executors, &c.

Given under my hand, as the Clerk of the Circuit Court aforesaid, this 27th day of August, 1841, and of the Commonwealth the 50th year.

HARRY I. BODLEY, Clerk,

By Jo. R. Megowan, D. C.

Also, an official copy of the Mortgage, in his father's hand writing, in which the bond was carefully folded and concealed:

This Indenture, made this 28th day of July, 1802, between Walter Beall of Bardtown, of the one part, and John Breckinridge, of Fayette, of the other part, both of the State of Kentucky, witnesseth. Whereas, by an article of agreement made and entered into between the said Breckinridge of the one part, and the said Beall and George Nicholas of the other part, bearing date the first of March, 1798, the said Breckinridge did sell to the said Beall and Nicholas, all his right and interest in, and to the Iron Works on Slate Creek, and to the lands appertaining thereto; and it was covenanted and agreed to, by the parties to the said agreement, that no demand should from the said first day of March, 1798, be made by the united company, on the said Breckinridge; the said Breckinridge having by the said contract, ceased to be a partner in said Company, and the said Beall and Nicholas become responsible for all the debts or demands for which the said Breckinridge has been liable as a partner, (except his private account with the united company, and Geo. Thompson & Co.) in order therefore, to more effectually secure and indemnify the said Breckinridge, his

heirs and assignees, from all debts and demands of what nature and kind soever, which may come against him or them, (except his private account aforesaid) on account of his being a co-partner in either the united company or George Thompson & Co., and completely to secure the said Breckinridge in the full and perfect execution in all its parts, of the contract entered into on the first day of March, 1798, as aforesaid, on the part of the said Beall and Nicholas; he the said Walter Beall for the consideration aforesaid; and also for the consideration of five shillings to him, the said Beall in hand paid; the receipt whereof he does hereby acknowledge; he, the said Walter Beall has hereby granted, bargained and sold unto the said John Breckinridge, his heirs and assignees forever, all his, the said Walter Beall's interest and claim in the Iron Works, on Slate Creek, in Montgomery county, carried on under the firm of John Cocke Owings & Co. which interest consists of eighteen forty-eighths in the said Iron Works; and also all his interest, to wit: Eighteen forty-eighths in the property, both real and personal, belonging to said company, and which is included in the contracts of Co-partnership entered into between the members composing the united company, dated the sixth day of March, 1795, as will more fully appear by referring to the same. The said Walter Beall does also hereby grant, bargain and sell to the said Breckinridge and heirs, all the lands lying in Montgomery county, in which he is concerned in interest with the heirs of George Nicholas, dec'd.; also, 1250 acres of land lying on the south side of Licking, at the mouth of Slate Creek, being part of a tract of 2500 acres entered in the name of Walter Daniel, subject, however, to his contract with Col. George Nicholas, respecting the same, with all and singular the appurtenances to the said several tracts of land and shares in the Iron Works, and other property thereunto belonging, and all advantages arising therefrom. And whereas, the said Walter Beall by a certain deed of Indenture, executed to the said Breckinridge, bearing date the 23d day of April, 1801, and now of record in the office of the district court, held at Bardstown, reference thereto being had, will at large appear, did grant, make over and convey by mortgage, to the said Breckinridge, sundry tracts of land, slaves, houses and lots, in order to secure the payment of a certain debt therein mentioned, which said property may ultimately prove more than sufficient to the discharge of the debt in the said deed of mortgage mentioned; and in case it should, the said Beall is desirous to subject the same to the purposes of his present mortgage. He, the said Walter Beall, hath for the consideration aforesaid, and for the consideration of five shillings to him in hand paid by the said Breckinridge, granted, bargained and sold unto the said Breckinridge, all the lands, houses, lots and slaves, in the said mortgage mentioned and contained, with all the appurtenances thereunto belonging or appertaining. To have and to hold the said shares in the Iron Works, and the property both real and personal, belonging to the said company, and the said lands lying in the county of Montgomery, and all the lands, slaves, houses and lots, in the said deed of mortgage (which is recorded as aforesaid in the District Court of Bardstown, as aforesaid,) which are mentioned and contained, with all the appurtenances to the same belonging or appertaining, to the said John Breckinridge and his heirs and assignees, and to his and their only proper use and behoof forever. Provided, always that if the said Walter Beall shall secure and indemnify, the said Breckinridge and his heirs from all debts and demands of what nature or kind soever, which may come against him or them on account of his being a partner in either the united company or in George Thompson & Co. as aforesaid, and shall fully and completely secure him, the said Breckinridge and his heirs, in the perfect execution in all its parts, of the agreement entered into between the said Breckinridge on the one part, and the said Beall and Nicholas of the other part on the first day of March, 1798, and which said agreement is hereunto annexed and referred to.—That then this Indenture shall determine and be of no force and effect, anything therein contained to the contrary notwithstanding. In testimony whereof the said Walter Beall hath hereunto set his name and affixed his seal, the day and year first above written, signed, sealed and delivered.

WALTER BEALL, [Seal.]

Test: G. T. COTTON, NATH. HART, JNO. C. CAN, JOHN HART.

A Copy. Att., H. I. BODLEY, Clerk,

By Jo. R. MEGOWAN, D. C.

On searching for the old copy of the mortgage, which I had left in the papers many years since, which I knew referred to the bond, in consequence of my observing the gentleman's brazen denial that the bond ever existed, I detected the gentleman's artifice in concealing the bond, by opening the old original mortgage in his father's hand writing, and finding the bond concealed in its folds, and that and the mortgage filed in place of the copy I filed and left in the cause, which copy has, by some hands, been abstracted from the papers. On discovering the original mortgage and bond, I demanded of the Clerks present, by what means the mortgage and bond had got into the papers, neither having any mark usual on the back of papers that are legally and in the usual way filed in the office. The Clerks could give no account of the manner in which the papers came into the cause; but stated that the last persons that handled the papers were the reverend gentleman and his attorney, Madison C. Johnson, Esq. Knowing Mr. Johnson to be a perfectly upright man, I forebore to make any further remarks, until I could see him. He stated that he was totally ignorant how the papers came into the office; that he had, sometime before, taken a list of the papers on file, and on reading it, discovered that the bond was on file; that after he had taken the list of the papers, Mr.

John Breckinridge, a nephew of the reverend preacher, had called on him, as he supposed by direction of his uncle, for a copy of the memorandum he had taken, which he gave him; and that subsequently, the reverend gentleman took him to the office to examine and read the papers; that he did go with him, and in his presence, among the other papers, read both the mortgage and bond. I then told Mr. Johnson that Mr. Breckinridge had, in less than ten days after the examination, in his publication, denied the existence, not only of that bond, but of another bond, which I verily believed he had also suppressed. He has found that bond too, said Mr. Johnson, or a copy of it, in his father's hand writing. And, said I, where is that? He will hand it to me in a day or two, said he, and when he does, I will file it in the Clerk's office, where you can get a copy, &c. And here follows a copy of the last named bond, and of his father's memorandum of the nature of his contract with Beall and Nicholas, stating that within three miles of the furnace, Beall and Nicholas are to pay to Lee, for the whole of John Lee's claim at the rate of ten pounds per hundred, and for all the balance outside of the three miles, Nicholas was to pay two-thirds and he one-third of the purchase money:

All lands held or claimed in Clarke county, by either G. Nicholas or J. Breckinridge, (except that purchased from Fowler,) and also the land claimed by Nicholas under Henry French, John Chiles & Simon Kenton's contract, for 1000 acres are the common property of the two; the said Nicholas holding two thirds, and Breckinridge one third.—This is meant of the land not included in our contract with the old company.

(A Copy.) Oct. 14, '96.

Extract.—A copy from the above, that being a copy on file in my office in the suit of Breckinridge's adm'rs. vs Lee's ex'ors.

G. NICHOLAS,
J. BRECKINRIDGE.

HARRY I. BODLEY, Clerk,
By Jo. R. MEGOWAN, D. C.

—
This tract, bought of Lee, and patented to Breckinridge and Nicholas, 9531 acres, on Slate creek, entered by Jo. Blackwell:

Perhaps between three and four thousand acres of this tract come within 3 miles of the furnace. Whatever does belong to the Iron Company, they complying with Col. N's. and my contract with Maj. Lee, Blacknell's agent. I claim one third of what is out of those bounds; and will pay proportion of tax, for what may be out. I don't recollect any thing of his other claims. I have no interest in it. I am entitled to one third of the tract, and consequently will pay my proportion of the tax.

The foregoing is a lot of lands enclosed to me by Maj. James Morrison, in a letter of the 12th instant, requesting me to state what I knew about them, and whether he ought to pay the taxes on them; that Mr Davis had listed them, but suspected the list was erroneous. I made the observations annexed to each tract, had this copy made off and returned him the original.

June 19, 1805.

Extract from the original filed in my office, in the Chancery suit of Breckinridge's adm'rs. vs. Lee's ex'ors.

J. BRECKINRIDGE.

Att. J. R. MEGOWAN, D. C.
for H. I. BODLEY, Clerk.

In the libel aforesaid, from page 8 to 13 inclusive, Mr. Breckinridge not only asserts but reasons to prove that the latter bond never existed, and winds up by saying to me, "and all you say about a joint bond is pure fiction." Yet, in a few days after he published these infamous falsehoods to the world, he files an amended bill in the suit against Beall and Nicholas, in which he files his father's land book, one leaf of which, containing a joint bond or article between his father and Nicholas, written on a leaf of the book, in the hand-writing of his father, stating that Nicholas owns two-thirds and he one-third of these lands; and his written memorandum that Beall and Nicholas shall pay for all inside of three miles from the furnace, and for all outside of three miles, Nicholas was to pay Lee two-thirds, and he (Breckinridge) one-third, and in his amended bill, so filed, charges the facts so to be. He also states, that the interference within the Iron Works property is partial; that for the interference, Beall and Nicholas are to indemnify him, and outside of the interference, Nicholas is to pay two-thirds. The bill so amended further states, that a survey filed in the cause, shows pretty accurately the nature of the interference and respective liability. Now, mark this: a survey was on file, showing the extent of Beall's liability. I not only present these papers, but invite all persons, particularly the profession, to examine them to see if I state true or false:

To the Honorable, the Judge of the Fayette Circuit Court, in Chancery sitting, by way of amendment to the original bill, against Lee's executors and others, your orators and oratrixes Mary H. Breckinridge, Robert J. Breckinridge, Wm. L. Breckinridge, David Castleman, Polley Cabell Breckinridge, Saml. M. Breckinridge, Margaret M. Breckinridge, Agatha M. Breckinridge, the four last infants, by their next friend, Wm. L. Breckinridge, John B. Grayson, ——— Porter, and ——— Porter infants by their next friend Peter B. Porter; That since their last amendment Jno. Breckinridge has departed this life, and your orators and oratrixes, Polley Cabell Breckinridge, Samuel M. Breckinridge, Margaret M. Breckinridge and Agatha M. Breckinridge, are his only children and heirs at law, and they pray the suit may be revived in their names. That Robert C. Harrison, one of the administrators of Jno. Breckinridge, dec'd, has departed this life, and they pray the suit may be abated as to him. They would further shew that by a late examination among the papers of John Breckinridge, dec'd they have found a copy of the agreement between said John Breckinridge and George Nicholas, showing that said Nicholas' interest in the lands purchased and held by them in Clarke county, was two thirds, and they aver that the purchase made by them of Lee's executors, was embraced in said contract. They also find a memorandum in the hand writing of said John Breckinridge, concerning the purchase, and stating the same fact shown by said agreement, and also showing that the original of said agreement was in the hands of George Nicholas. Said copy of said agreement, and an extract from said memorandum are herewith filed, marked 1. & 2. They also file herewith a statement concerning the lands held jointly by said Breckinridge and Nicholas. Also a plat made out with great care of said lands, showing that some three or four thousand acres of said land purchased of Lee, was embraced in the three miles circle from the furnace, and that said amount was sold to Nicholas and Beall, they paying the purchase money thereof to Lee, and for that amount, at least the mortgage of Beall is obligatory.

They also charge that since the last answer of Nicholas' ex'rs. herein said executor and the heirs of George Nicholas, have had an adjustment, compromise or an arbitrament of the amount due to said Heirs of the estate of their ancestor Geo. Nicholas, and it was ascertained that \$5000 was due them from said executor and said account has been paid over by said executor to Saml. Nicholas and Richard Hawes. They also state, that since that time said executor has collected from the State of Virginia or the Government of the United States, the half pay due to said Nicholas as an officer of the Revolution, amounting to some \$5000, which he has in like manner paid over to said Saml. Nicholas and Richard Hawes.

M. C. JOHNSON,

For Complainants.

A Copy, Att. H. I. BODLEY, Clerk,

By Wm. H. PRITCHART, D. C.

From the above it will appear that Mr. Johnson, at the instance of Mr. Breckinridge, in an amended bill, with the whole document before him, states the bonds and the liabilities, respectively of Beall and Nicholas, precisely as I had done, notwithstanding Mr. Breckinridge had pocketed the papers, and not only refused me a sight of them, but with the impudence of the devil himself, had denied that such papers ever existed. Now, my countrymen, notice that Mr. Breckinridge not only admits himself, that his lawyers had furnished him with extracts of the papers on file, and of the steps taken; but that he is the sole agent and manager of the suit, and his father's business generally, and has had all these papers since 1824, and yet, that in 1841, he, to blacken my character, denies that the papers ever existed; and then shamelessly exhibits the very papers themselves, in the Clerks office!!! You have heard my friends, of a thief stealing a chattle, and to avoid detection, slipping it into the pocket of an honest man. You have read of a horse thief when pressed by his pursuers, handing the stolen horse to a foot traveller to lead, then escaping, and leaving the honest man to suffer. But does either of these cases come up to parson Breckinridge? He, after keeping the papers out of view, and branding me with falsehood, in saying they existed, brings the very papers into court, instead of hiding himself as the *modest thief did*, by fleeing from justice. I here ask any man living, whether the conduct of Mr. Breckinridge has its parallel for treachery and impudence upon the earth?

But Mr. Breckinridge, in page 11, of his libel, not content with branding me with falsehood in saying such papers existed, attempts to ridicule the idea that he could have motive to suppress the papers, or either of them. To fully comprehend what I shall say to prove his motives for suppressing the papers, the reader must know that the Iron works company, consisting of John C. Owings, Walter Beall and John Breckinridge, drew an imaginary line around the Bourbon furnace at a distance of three miles, which in all contracts is called the company's bounds; in which bounds, all members of the company owning lands, had a right to surrender them to the company at valuation, and

take the amount in stock; that the lands within this circle had been pretty much surrendered, and that the stock had been multiplied to forty-eight shares, of which J. C. Owings (the largest stockholder) owned twenty four shares, and Beall, Nicholas and Breckinridge the balance, Breckinridge being, I believe, the smallest stockholder, and not owner of 18-48ths, as his hopeful son so repeatedly states; that in much of the north east of this circle of three miles from the furnace, there was a considerable space still not owned by the company when Breckinridge sold out; that Breckinridge and Nicholas, on the 5th day of August, 1795, bought of John Lee 9,531 $\frac{1}{4}$ acres of land, for which Breckinridge was to pay one third of ten pounds per hundred acres and have one third of the lands, and Nicholas was to pay two thirds, and have two thirds of the lands; that this land interfered, according to John Breckinridge's memorandum, between three and four thousand acres within the three miles circular line around the furnace, but as the survey on file shows, on the north east, and a part where the company had no land. The balance of the survey was outside of the three miles circular line and not touched by Beall and Nicholas' contract of '98, but to be divided by Breckinridge and Nicholas' contract of partnership.

It is agreed between John Lee of the one part, and George Nicholas and John Breckinridge of the other part as follows: That the said Lee hath this day sold to the said Nicholas and Breckinridge the one moiety of a claim for 19,062 $\frac{1}{2}$ acres of land by entry made the 30th of July, 1784, in the name of Joseph Blackwell, adjoining Walter Daniel's entry of 2,500 acres at the mouth of Slate Creek, for which the said Nicholas and Breckinridge are to pay said Lee at the rate of ten pounds per hundred acres for the same, or so much thereof as shall be hereafter found to be of indisputable title, the price thereof not to be paid until the title thereto shall be legally and indisputably ascertained. The said George Nicholas and John Breckinridge are to take the trouble and expense of settling and investigating the title, and to pay all taxes that shall accrue after this date, the said Lee to pay all back taxes which are now incurred. And whereas, the said Nicholas and Breckinridge are concerned in sundry claims in that quarter, whereby it is very probable interferences may exist between such claims and the aforesaid claim purchased of said Lee, it is now understood by and agreed to between the parties, that in all such cases of interference, the said Nicholas and Breckinridge do agree to make a fair and proper statement of such interferences, which shall be submitted to disinterested men, chosen by the parties, whose award shall be conclusive as to the right. And it is lastly agreed, that so soon as the said Lee shall be required, and the situation of the title of the aforesaid moiety hereby sold, or whatsoever part thereof that may be saved will admit, that he will convey to the said Nicholas and Breckinridge by good and sufficient deeds of conveyance.

In witness whereof, the parties have hereunto set their hands and seals, the 6th day of August, 1795.

G. NICHOLAS, [Seal.]
JOHN BRECKINRIDGE, [Seal.]

Test: CHAS. TOMPKINS, [Seal.]

(A Duplicate.)

A copy—Att. H. I. BODLEY, Clerk,
By JO. R. MEGOWAN, D. C.

The contract as evinced by the suppressed bond, bound Breckinridge to release to Beall and Nicholas all the lands within the circle aforesaid being about three or four thousand acres, but the mortgage only bound Beall to pay Lee for the land within the partnership lands and of course did not bind Breckinridge's heirs to release between two and three thousand acres within the circle, not covered by the company's property. Yet, the bond did bind him to release every foot within three miles of the furnace.

By suppressing the bond the gentleman expected to be able on the mortgage to coerce from Beall the ten pounds per hundred acres, and then under his father's patent to hold all Lee's claim not covered by the company's lands within the three miles circle around the furnace.

This is one fraudulent purpose the parson had for suppression. I will give you another.

It will already appear that I commenced a suit in Chancery about 1812 for Breckinridge's administrators against Beall's administrators and others, and obtained a decree for a thousand pounds, with interest thereon from 1801 until paid. That Beall's heirs and under purchasers, of which Peter B. Ormsby was one, contended that, 1st. Breckinridge had no claim earthly for the one thousand pound mortgage, but that he had entered Beall's room when he was a lunatic and mad, and obtained his signature to the mortgage

conveying property to the amount in value of more than \$100,000. That the mortgage was obtained under pretence that Breckinridge had lost the 600 acre tract on the Kentucky river, and that the said land had been patented to Breckinridge, when by the original contract it was expressly stipulated that Breckinridge was to have no recourse upon Beall in any event whatever, should the six hundred acres of land be lost. Ormsby had, from about 1833-4, a Bill of injunction, charging those facts, in the Jefferson Circuit Court. I had obtained the decree on the mortgage, not knowing or believing that there was a word of truth in the allegation that Breckinridge should have no recourse if the six hundred acres of land should be lost. The proof was irresistible that Walter Beall was a lunatic at the date of the mortgage. It was not only proven by the family physician but by many others, some of them the first men of the country; such as John Rowan, George M. Bibb and Martin H. Wickliffe. But the family and friends of Beall could find no such original bond. The original bond, when I read it, proves every word stated, and fully proves that Mr. Breckinridge was in no event to look to Walter Beall if the land should be lost.

Had I have seen this bond, the gentleman knew from my conduct in his aunt Meredith's case, that I would have suffered my tongue to have been drawn from my throat sooner than have aided in the recovery. Hence it was that I could never get a sight of the bond; and further, as the attorney of Owings' creditors, I would have discovered on the face of the bond that they had all the claim of Breckinridge within the three miles circuit as a fund to pay Owings' debts; and I would, from the clause that stipulated that Breckinridge should risk the title to the six hundred acres, have found out that I was pressing, and had been pressing a most iniquitous and unconscientious claim, and quit the gentleman as I did on the Meredith claim; and per possibility, Walter Beall's administrators, on his filing the bond, might file their bill of review on the discovery of the bond and rip up the whole affair. So, gentle reader, you see that this cunning parson had not only reasons, but sinister reasons for suppressing the bond both from me and from Beall's heirs. He had a further reason for suppressing it: 1st. It was, as I said, a pretext and excuse (for keeping alive the controversy with me) to Gen. Porter and others. And 2d. After I detected him in the attempt to obtain from the court a decree for upwards of \$8,000 against Col. Owings, and charged upon him the suppression of the bond, he utterly denied that the bond existed to his brothers and all others, and until now, shame! kept it hid since the year 1830. But the gentleman finding that he must lose his claim or produce the paper, after the most degrading falsehood in denying its existence, when he balances between his disgrace and his money, degrades himself still further by bringing forth the paper and being witness against himself that he is not only destitute of common honesty, but of all veracity.

I herewith present to the reader a copy of the original mortgage from Beall to Breckinridge of 1801, as well as the depositions to show Beall's insanity:

Whereas, Walter Beall, senior, is indebted to John Breckinridge in the just sum of one thousand pounds, currency of Kentucky, now due, which he has the privilege of discharging in good lands, and the said Beall being desirous of securing the payment thereof to the said Breckinridge: Now this indenture, made this 23rd day of April, 1801, between the said Beall, of the county of Nelson of the one part, and the said Breckinridge, of the county of Fayette of the other part, witnesseth, that the said Beall for the consideration aforesaid, and also in consideration of the sum of five shillings, current money of Kentucky, to him in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain and sell to the said John Breckinridge and his heirs and assigns forever, the following real and personal estate, to-wit: The lots of land belonging to the said Beall in Bardstown, known by their numbers, 55, 56, on which stands the house the said Beall lives in, also another in said town, known by its number 53, on which stands the said Beall's old store house, also another lot in said town, known by its number 58, whereon Wm. J. Roward lived, also two lots in said town, known by their numbers 129, 130, below the spring, including a dwelling house, also a lot in said town known by its No. 78, and also a lot in said town, known by its No. 26, whereon the school house stands, also the following slaves, of the following ages, to-wit:

John, 27 years old; York, 23 years old; Basil, 16 years old; Frank, 21 years old; Harvey, 16 years old; Nat, 23 years old; Rozell, 35 years old; Ben, 19 years old; Daniel, 19 years old, and Amy, 15 years old.

Also, the following tracts of land, to-wit: 4,172 acres patented in the name of Ignatius Figman, by patent dated the 9th day of June, 1798, and lying in the now county of Ohio; also the two thirds of an undivided tract of 5,000 acres, granted to the said Beall and Adam Guthrie, by patent bearing date the 5th day of October, 1798, and lying in the county of Nelson; also 522 acres patented in the name of the said Walter Beall, the 10th day of March, 1791 and lying in the county of Mercer, both granted to the said Beall by patent bearing date the 11th day of March, 1791; also one equal moiety or half part of the following tracts of land which the said Walter Beall is entitled to under a written contract made by him with Samuel Beall dated the 24th day of November, 1796, to-wit: 2,000 acres in Shelby county, entered the 13th of April, 1780, in the name of Samuel Beall, assignee of John Hughes, on a military warrant, on the head branches of Brashears Creek and Fish Fork, adjoining and above Uriah Stone's land; 2,000 acres in Shelby county, entered the 13th day of April, 1780, in the name of John May assignee of the said Hughes, on a military warrant, adjoining the said Samuel Beall's 2,000 acre entry aforesaid; also 50 acres entered in the name of John May, the 29th day of April, 1780, on the first Island in the Ohio above Diamond Island; also 50 acres in the same name and of the same date, on the Hunter's Platt from Harrodsburg to Green River, to include the Copperas mine at the Knob on Indian Lick, on said Platt; also 600 acres entered the 18th day of March, 1780, in the name of John Smith, assignee, &c. on Panther Creek; also one equal half of 600 acres, entered the 24th day of April, 1780, in the name of Mrs. Mary Byrd, Ex'r's. &c. on a military warrant on the Ohio, beginning at the mouth of a small creek emptying in about 12 miles above the mouth of Salt River, &c. with all the appurtenances to the said several lots and tracts of land appertaining, all which said slaves, lots and lands were on the 28th day of April, 1800, mortgaged to Robert Andrews and John Pierce, acting Trustees of the estate of Sam'l. Beall, deceased, as will appear by the said deed of mortgage now of record in the office of the Clerk of the county of Nelson, but which said property is conceived by the said Walter Beall more than sufficient to discharge the sum of money for which the same is mortgaged to the said Trustees.

The said Walter Beall does also hereby give, grant, bargain and sell unto the said Breckinridge, his heirs and assigns, one other tract lying in the county of Montgomery, on a branch of Mill creek, which is a branch of Slate creek, one thousand acres of land, by patent bearing date the fifteenth day of July, 1798; also one equal half of a tract of 15,13½ acres entered, surveyed and patented in the name of Basil Holmes as will more fully appear by said patent bearing date the 30th day of February, 1788, the moiety of which said tract the said Beall claims under a written contract made with the said Basil Holmes, bearing date December, 1786, but it is understood by the parties, that the said Beall shall have a right to mortgage the said land to the said Holmes' heirs or representatives for the payment of the remainder of the consideration money which he shall be obliged to pay in virtue of the aforesaid original contract of December, 1786; to have and to hold the said slaves with the future increase of the females thereof, and the said lots of land and all the said tracts of land above mentioned and described, with all their appurtenances to the said John Breckenridge and his heirs and assigns forever, and the said Walter Beall, for himself, his heirs, executors, &c. doth covenant with the said Breckinridge, his heirs, &c. that he will forever warrant and defend the title to the before mentioned slaves and the future increase of the females thereof, and also the titles to the lots in Bardstown, with their appurtenances to the said Breckinridge and his heirs and assigns forever, against the claims of all persons whatsoever. And the residue of the lands herein described and enumerated, the said Walter Beall does hereby bind himself, his heirs, executors and administrators, to warrant and defend against himself and his heirs, and all persons claiming under him or them only, and in case the said last mentioned lands or any part thereof are actually sold, and the title thereof or any part thereof evicted by any other claims, the said Beall does hereby bind himself and his heirs, &c. to refund the purchase money which they shall have actually sold for, and the interest thereon until paid. *Provided however,* and this indenture is upon, this condition, that in case the said Walter Beall his heirs, executors or administrators shall well and truly pay to the said John Breckinridge, his heirs, executors, &c. on or before the first day of November next, the just and full sum of one thousand pounds current money of Kentucky, which was to be paid in lands of good quality and title, the price thereof to be estimated in cash, by men to be chosen by the parties, in case the said parties cannot agree on such price, then, and in such case, this conveyance to be void and of no effect. But in case the said £1,000 or the value thereof in lands as aforesaid shall not be paid on or before the said 1st day of November next, then the said £1,000 and interest shall be liable to be recovered by foreclosing said mortgage, and at any time the said Breckinridge may think proper so to do.

In witness whereof, the said Walter Beall has set his name and affixed his seal, the day and year first above written.

WALTER BEALL, [Seal,]

Signed, sealed and delivered in presence of

BARDSTOWN DISTRICT, SCT:

To all to whom it may concern, I Benjamin Grayson, Clerk of the Supreme Court for the District aforesaid, do make known that on the 23rd day of April last, Walter Beall, a party to the within instrument of writing personally appeared before me and acknowledged the same to be his voluntary act and deed, for the purposes therein expressed and that I have recorded the same instrument of writing in my office as required by law. Witness my hand, this 8th day of May, 1801.

BEN. GRAYSON.

A copy from the record of Breckinridge vs Ormsby, in the Court of Appeals.

J. SWIGERT, C. C. A.

UNITED STATES OF AMERICA:—*Eighth Circuit Ky. District—Sct:*

John Breckinridge, Comp't.
against
Walter Beall, &c. Def'ts. } In Chancery.

Extracts from the deposition of Walter Harris, taken and filed in the above case:

I had been in the habit of doing business for Walter Beall for upwards of two years before said Breckinridge obtained the mortgage of said Beall, and have lived in his house ever since some time in April, 1801.

John Breckinridge came to said Beall, I heard the said Breckinridge tell said Beall that a certain six hundred acres of land on Kentucky, or Drenning's Lick, which said Breckinridge was to have of said Beall, was surveyed in the wrong place and the land would be lost. The said Breckinridge then observed that the six hundred acres of land was worth twelve hundred pounds, and contended a considerable time for the twelve hundred pounds. He after said he would take one thousand pounds, and then threatened said Beall if he did not give him a mortgage on his property for one thousand pounds, he would immediately bring a suit against the said Beall. The said Beall then entered into a mortgage. I knew the said Beall at the aforesaid time not capable of transacting his business to advantage. I requested the said Beall not to give said Breckinridge the mortgage until he could fully examine the claim of the land. The said Beall observed that the said Breckinridge he supposed would not take any advantage of said Beall. He surely is my friend and will serve me in my other business.

Also, an extract from the deposition of Henry Chapeze, taken and filed in the same case, to-wit:

In the month of April, 1801, I was called by the family of Mr. Beall to visit him as a Physician of the family. I found him entirely deranged in his mind, in such a degree that I recommended Mrs. Beall, positively to let him see no person, and be careful that he should deal nor contract with any person, as he was entirely out of his senses and unfit for business, and during my frequent visits to Mrs. Beall's I found a Mr. John Breckinridge had, or was attempting to transact some business with Mr. Beall. Mrs. Beall informed me that Breckinridge was threatening to sue Mr. Beall. I told her, madam, let him sue, and justice will be found out between them. But Mr. Beall is not fit for business.

A few days afterwards, I asked Mrs. Beall if he had settled with Breckinridge. She told me, Lord, Doctor, he has given Mr. Breckinridge a mortgage for all his property.

Also, an extract from the deposition of Richard Lansdale, taken and filed in the same cause, to-wit:

Question by W. Beall's attorney—Do you know the time John Breckinridge obtained a mortgage from the said Beall?

Answer—I do, it was in the spring of the year, 1801.

Question by same—What was the situation of Mr. Beall's mind at that time?

Answer—I was frequently at Mr. Beall's about that time, and always thought him deranged.

Also, a copy of a receipt from J. Breckinridge to Thos. Tunstall, Clerk of the District Court of Kentucky, for a deed of mortgage, to-wit:

Received of Thomas Tunstall, Clerk of the District Court of the United States, in and for the Kentucky District, a deed of mortgage for sundrie lands and slaves, bearing date 23d April, 1801, which was filed by him in the suit in Chancery by John Breckinridge, Esq. against Walter Beall.

May 8th, 1805.

J. BRECKINRIDGE.

Test:—H. TUNSTALL.

The above and foregoing are true extracts from depositions and receipt filed in the case before mentioned.

Att:—JNO. H. HANNA, C. C. C. K. D.

State of Kentucky, Sct:—Court of Appeals. Spring Term, 1829.

Breckinridge's admr's. vs. Ormsby—Appeal from a decree of the Jefferson Circuit Court.

Extract from the deposition of M. H. Wickliffe.

Question by Complainant—What is your opinion of the state of said Beall's mind, and its capacity for business when you saw him as aforesaid?

Answer—He was not capable of business when I saw him as above. I thought his mind unsound. I have known him upwards of thirty years.

Question by same—What was reputed at the time to be the state of said Beall's mind?

Answer—He was generally reputed to be of unsound mind, and incapable of business at that time.

Question by same—How long did his derangement of understanding continue, and in what year?

Answer—From general report, it continued from twelve to eighteen months, and throughout the year 1801, I never thought him as sound afterwards as before.

Extract from the deposition of John Rowan.

Saith that in the year 1801, he resided in Bardstown, on the opposite side of the street from the residence of the late Walter Beall. He states that he was intimately acquainted with the said

Walter, had been his lawyer, employed in all his business at that place, and was then in a state of retainer by him.

Question by Complainant—What was the state of said Beall's mind during the year 1801?

Answer—I believed the said Walter to be in a state of derangement during all the spring and summer of that year. I changed my residence from the town to the country, whereby my opportunity of observing the state of his mind was diminished.

Extract from the deposition of George M. Bibb.

And upon this deponent's visit to said Beall and his family, he found that the rumor was founded in fact and in truth. In the latter part of the year 1800 and in 1801, this deponent was often at said Beall's house, was sent for sometimes by the family and sometimes visited there of his own accord, he found said Beall's mind deranged. He was filled with the most childish fears and extravagant apprehensions of personal danger. He was generally closely confined by his state of mind to his own chamber, where this deponent saw him. His business and household affairs, so far as this deponent had any knowledge of them, were conducted by his wife and his friends, he being from mental derangement incapable of making even the necessary and usual provisions for the comfort and accommodation of his family. In the year 1801, said Beall removed from town and occupied a farm in the country.

Ormsby vs. Breckinridge's adm'rs. &c.

MEMORANDUM.—Upon motion of complainant, on the day, a rule was made upon Samuel Nicholas to produce the agreement in complainants bill mentioned, between George Nicholas, &c. Walter Beall and John Breckinridge, under date of 1st of March, 1798, and thereupon, said Nicholas produced the agreement marked (No. 23, D.) which complainant moved to file in this case as an exhibit with leave to prove the execution of the same on the trial of this case, and the administrators of John Breckinridge objected to the filing of said paper, and also objected to the rule giving the complainant leave to prove its execution upon trial, but the court overruled the objections, and granted complainant leave to file said paper, and to prove its execution on the trial, without any evidence or affidavit being produced. To which opinion of the court, the defendants, administrators of John Breckinridge deceased, excepts and prays, &c.

JOHN P. OLDHAM, [Seal.]

As Clerk of the Court of Appeals, I have been requested to make the foregoing extracts from the record, which are done truly. I further state that the answer of Breckinridge's administrators is signed R. Wickliffe, for defendants, and that the exhibit mentioned in the bill of exceptions is copied in the record afterwards.

J. SWIGERT, C. C. A.

8th September, 1841.

I only ask the reader to say what must be my reflections at being the innocent cause of ruining Beall's devisees, and putting into the pockets of Breckinridge's heirs more than two thousand pounds, besides the four thousand acres of land, on such a claim, and that without a farthings compensation, except the vile calumnies of Robert J. Jefferson Breckinridge! Thus ends my remarks on what the gentleman calls the grand point in his controversy, and if I have not nailed him, by the records, a vile calumniator and fabricator, there is no truth in record evidence!

I will now, fellow citizens, resettle accounts with the gentleman on his conduct in 1830 when I withdrew from all the business of the Breckinridge family, and the gentleman, I hoped forever. In all I have heretofore said, I have as much as possible avoided speaking of the turpitude of the gentleman, the affair to which he has devoted several columns to prove that I acted faithlessly to his fathers estate. If the man had paid my account and not faithlessly refused to do so, and fabricated falsehoods to cover his fraud in not making payment, the public might receive from his pen with more credence a charge against me than they ought now to do.

To enable the public to fully understand the position I occupy, and that which the reverend parson occupies, it is necessary to keep in mind that this suit between Breckinridge's administrators and Beall's devisees, &c. is distinct from the case of Beall, wherein the reverend gentleman pocketed more than ten thousand dollars, against all the principles of equity and justice, on a mortgage taken from a lunatic, and for a claim which his father's own hand and seal proves to be without the shadow of foundation.

I have already stated that by the bond of March, 1798, George Nicholas and Walter Beall bought out John Breckinridge in the Iron works, and the land within three miles of the furnace, being, as I believe, six forty-eighths only. That Beall and Nicholas agreed in the articles of purchase to pay, for Breckinridge, the owners of land within

the three miles, whatever Breckinridge owed on executory contracts, for the land sold within the three miles of the furnace. That George Nicholas and John Breckinridge had, in August, 1795, bought of John Lee 9,531 $\frac{1}{4}$ acres of land, for which George Nicholas was to pay two thirds and John Breckinridge one third, and were to divide the land by Nicholas having two thirds and Breckinridge one third. This is evinced by the papers filed. This claim in point of fact does not include 3,000 acres (but say 3,000 acres) within the three miles circumference line around the furnace, so that Breckinridge sells to Beall and Nicholas precisely 1,000 acres within the three miles, and not an acre more. That is 500 acres to Beall and 500 acres to Nicholas. The price Breckinridge bought at and owed Lee was precisely ten pounds on the hundred acres, so that every dollar Beall owed in his own right was fifty pounds, and Nicholas owed for twenty five hundred acres, which is two hundred and fifty pounds, altogether three hundred pounds, or \$1,000; besides interest. Beall, however, was security to Nicholas for £250, and Nicholas was security to Beall for £50. On these sums, the jury in the case of Breckinridge and Lee allowed some interest, and that ought to be added with all the parties before the court. The Chancellor will of course decree, first, Nicholas to pay £250 and Beall to pay £50, and in default, that Nicholas's property shall be sold to pay £250 and Beall's to pay £50, and if either fails in property, the deficiency to be made up out of the property of the other.* To have a decree thus made, as regards Beall and Nicholas inside the circle, and to have a decree against Nicholas' executor for two thirds paid by Breckinridge on his and Nicholas' purchase outside of the circle, I filed a bill for Breckinridge's administrators, stating and setting out with precision the extent and nature of the claim, and that Thomas Dye Owings, who was made defendant, was bound to pay for Beall. Beall to comply with his and Nicholas' bond of the 5th of August, 1798, gave a mortgage upon 18 48ths shares in the company's property. A survey had been made that showed that the interference with the company property was only partial. The bill prayed a survey to be made of the interference, so that the court might be able to decree how much Breckinridge's administrators were entitled to receive of Beall's administrators and of Nicholas' executors. This suit was originally intended to obtain an injunction against Lee's proceeding at law, on the covenant to pay £10 per hundred, upon the ground that the land was all taken by other claims; but the injunction failing, the suit barely remained on the docket, without its being thought worth prosecution, until about 1826 or '7, when the judgment of Lee's executors against Breckinridge was affirmed in the Court of Appeals. I advised the reverend parson, who then pretended to be a lawyer, to amend the bill, and among other things, to alledge the recovery of the judgment, to sue out process and to bring all the parties in the bill before the court, promising the gentleman, although I would not attend to the preparation of the cause, that I would act as counsel in it. He sometime after came to me with the very identical paper which I make a part of this address, the copy of his father's and Nicholas' land contract, from which I drew the amended bill, which is almost verbatim with Mr. Johnson's bill which I have presented the reader with. So far as relates to the liabilities of the parties, Mr. Breckinridge knew that neither Nicholas' heirs nor Beall's executors were served with process, and made some efforts to bring them before the court, but through sheer laziness and worthlessness, he has failed to bring them before the court to this day.

In this state of the case without my knowledge, he supplanted me in the cause by

*Since writing the above, I have discovered from a memorandum filed in the Clerk's Office of the Circuit Court of Fayette County, in the hand writing of John Breckinridge, himself, that he had, in the year 1795, paid to John Lee two hundred pounds, on his and George Nicholas' joint bond, which left a very trifle due Lee for Breckinridge's third, and will reduce the liability of Beall as an under purchaser, to not more than twenty-five pounds, IN HIS OWN right!!! This credit the reverend gentleman has heretofore suppressed, with a view, no doubt, to make a better demonstration in favor of his slight of hand decree, for \$9,000 against Col. Owings,—which I had set aside.

another counsellor, and secretly and behind my back, under pretence that the bill authorized a decree against T. D. Owings, who was only an under purchaser from Beall, and so stated in the bill to be, obtained a decree for nearly nine thousand dollars. The court, taking his statements as true, without looking into the papers or having them read, permitted him to enter up a decree for upwards of \$8,000, as follows:

BRECKINRIDGE'S HEIRS, &c. vs. LEE'S EXECUTORS, &c.

This cause having come on to be heard, as to the defendant, Thomas Dye Owings, and it appearing to the satisfaction of the court, that the process herein has been regularly served upon him, and he having failed to answer the complainants bill, and amended bill, it is decreed and ordered that the same be taken for confessed as to him. The cause being heard upon the bills taken for confessed and the exhibits in the cause, and the court being now sufficiently advised of and concerning the premises, it is decreed and ordered that unless the defendants pay to the complainants, the sum of seventeen hundred and four pounds fourteen shillings and sixpence, Kentucky currency, and two hundred and nine dollars ninety one cents, with interest thereon at the rate of six per cent. per annum, from the 1st day of July, 1825, until paid; eighty five dollars forty seven and one half cents, with like interest from the 1st day of January, 1813, until paid; fifty two dollars twenty two cents with like interest, from the 1st day of January, 1822, till paid; also fifty-two dollars thirty-nine cents, with like interest from the 1st day of January, 1823, until paid, together with the percentum upon seventeen hundred and four pounds fourteen shillings and sixpence, on or before the 1st day of the next term of this court, then the equity of redemption of defendant Owings, in and to the mortgaged estate in the complainants bill and mortgage on file herein described be barred and forever foreclosed, and that the same or so much thereof as may be necessary, be sold for the purpose of satisfying said several sums to the complainants.

A Copy. Att. H. I. BODLEY, Clerk,
By Jo. R. MEGOWAN, D. C.

Decree, 7th April, 1830, for £1704 14s. 6d. Kentucky currency, with interest from July 1, 1825, equal	\$5,682 42
To also, with interest from same time, for	209 91
Whole amount bearing interest from 1st July, 1825,	\$5,892 33
Interest to 7th of April, 1839, date of decree, 4 years, 9 months, and 7 days,	1,678 19
Also, with interest from 1st January, 1815, for	85 41
Interest to 7th April, 1830, 15 years, 3 months, and 7 days,	78 31
Also, with interest from 1st January, 1822, for	52 23
Interest to 7th April, 1830, 8 years, 3 months, and 7 days,	25 91
Also, 10 per cent. damages of £1,709 14s. 6d.	568 24
Whole amount of decree, April 7, '30,	\$8,380 67
Interest on \$8,380 67, from 7th April, 1830 to October 7, 1841, being 11 years and 6 mos.	5,782 76
Amount due October 7, 1841,	\$14,163 33

In default of payment, the whole property was decreed to be sold. Although I was practising in court, and stood counsel, marked to the cause, so secret was the reverend gentleman in his movements, that I never knew that he had such a decree until the tenants of Ellicott and Meredith gave me notice that their tenements were advertised to be sold at the Bath Court house door, nearly fifty miles from my residence. I could not, at first believe the story, but on being told that it was on a decree of the Fayette Circuit Court, and on making enquiry of the clerk, I learned for the first time that the reverend gentleman had attempted the fraud upon both the Court and Owings.

Not being able to see the gentleman himself, I saw his lawyer, who assured me that he had acted strictly under the directions of the reverend gentleman. On this information, I ordered my name to be stricken from the suit, and gave notice that I would bring the affair before the court in the morning. But the Circuit Judge who presided then, not being the Judge that made the decree, and only on the bench temporarily, made an order suspending the decree to the next Court, when the Judge from whom the decree was obtained, had only to be advised of the truth to set the decree aside. To this motion, the gentleman made no resistance, and of course I exposed his conduct as little as I could. But had he dared to have brazened a defence, I would have moved to have had his name stricken from the bar. He left the bar, however, soon afterwards; and thank God, for my country, he has left that also.

And after the gentleman has escaped without punishment for an act for which, if he had perpetrated it to its completion, he ought to have not only been dismissed from the

bar, but have been indicted, he presumes to arraign me for detecting him before he completed a crime for which no punishment could be too severe, and he has the assurance to appeal to the world against my interference, because I was his counsel in the cause! If I was his counsel, why did he take the cause out of my hands secretly? I was not his counsel to impose on the court, and to aid him in stealthily obtaining, against a man who was undefended, more than ten times what his bill claimed of him in any event whatever. Suppose I was counsel for the gentleman to recover a horse, and should catch him stealing a horse, must I not tell on him? And what is the crime of horse stealing to taking a decree from the court, on a bill taken for confessed, when the bill claims no sum, but requires a survey to ascertain what is due, for a sum ten times, as I have stated, more than in all human probability could ever be recovered?

Suppose the gentleman had perfected his fraud, that is, on a bill taken for confessed, against Col. Owings; had taken a decree for \$9,000, when not one thousand was due, and had sold the property of Col. Owings to that amount, would it have been less than the worst of frauds! And, gentle reader, suppose I had connived at the fraud, what a villain would I not be, even in my own eyes? As it regards Owings and his creditors, what a tale to be told upon myself, after forty years practice, that I had, for the reverend and very dear parson, only stolen from the Circuit Court a decree for \$9,000! Hence, if I had no interest in checking the gentleman in his trickery, the honor of myself and of the profession required that I should stop him. I did so, and when I stated the case to the judge, the reverend gentleman dared not open his mouth in defence of his conduct. Yes, my countymen, you all know he not only quit the court but the country also.

But the gentleman says that after I was his lawyer, I was the attorney of Smith, Tiernan and others. Why, fellow citizens, I have exhibited my account against the gentleman as a lawyer for more than twenty years' service, for which he and his whole race have not paid me what would feed a gentleman's family one month, and if by engaging for him I was not at liberty to take fees from others, God knows I should have not only starved but deserved to starve, if I did not break the engagement. But "I obtained judgments and caused eighty executions to issue," says the parson. Good! "And Col. Owings' interests were sold in his land." Well, still good! What next, parson? Why, "my mortgage was oldest." Suppose it was, could not Owings' creditors sell his equity? But it was not so. Smith claimed, under the elder mortgage, and, parson, could not Tiernan take, on his executions, the remaining 30-48ths, on which you had no mortgage or claim whatever? But your doctrine is, that because your father's administrators held a mortgage to secure the payment of one thousand dollars, you had a right to slip through the court a decree for nine thousand dollars; and because your father's administrators held a mortgage for 18-48ths of Col. Owings' property to pay that mortgage, that his two hundred thousand dollars worth of land, and his two hundred thousand dollars of creditors—all shall fly before your 9,000 dollars and sleight-of-hand work! Now, reader, what does the parson tell the world? Why, that he, by certain legerdemain work, got a decree he was not entitled to: that his counsel caught him at the trick, and told the court on him, and the court made him give up the decree! After eleven years, however, the worthy parson thinks the turpitude of his conduct is pretty well worn out, and that he will turn the tables upon his counsel; he will insinuate that but for his counsel he would have imposed on some purchaser to buy under his void decree, and escaped to Maryland; and that his counsel did not expose his conduct from virtuous and upright motives, but because he had taken an interest with his adversary; he had betrayed him by telling the Court to look into the record, and see that he, the parson, had no such bill as he said he had against Owings or any body else. But I pronounce the statement or insinuation of the parson, that I had any adverse interest inconsistent with my duty as counsel for him, a base falsehood and subterfuge, without the shadow of foundation. While the original bill of the administrators of

Breckinridge was dormant and never dreamt of, as necessary to be acted on, from 1811 until about 1826, Col. Owings became embarrassed, and judgments to the amount of at least one hundred and fifty or two hundred thousand dollars were recovered against him. As attorney for Smith, Comegys, Tiernan and others, I recovered some of the first judgments, and issued executions for my clients, which I invariably ordered to be levied on his slaves and personal property, and which was done; but Col. Owings, under the Act of Assembly, released his slaves and other property by giving up lands, mostly within the Iron Works bounds. So far was I from a disposition to interfere with Col. Owings' lands, that I sued the Marshal, in the Federal Court for accepting those lands and releasing Col. Owings' slaves. By the Marshal's taking lands, Col. Owings' other creditors got hold of his negroes and personal estate, which left my clients nothing but the land. When sales were effected, other agents bought in the lands for my clients, and I never was present at a sale of one acre of the Iron Works property in my life. Ellicott & Meredith were trustees for Sam'l Smith and the Bank of the United States, and they being the greatest creditors, bought up Luke Tiernan's claims to the property which they had bought also, and by giving a large sum, obtained from Col. Owings' trustees, deeds of release, and were put into possession of considerable real estates, but leaving out of their purchase of the lands mortgaged to Breckinridge, subject to that mortgage before these lands were to be touched, property worth ten times what, by any possible issue, Breckinridge's administrators can ever recover. They settled tenants on the lands, and so occupied them until 1836, when I became a purchaser of these lands and the whole lands acquired by the Bank of the United States, from Gen. Smith. Any statement or insinuation of the parson's that at any time during my acting as counsel for himself or his father's administrators, I had any interest in the lands, or common interests in the debts of my clients, exceeding a commission for collecting and paying over the monies, is utterly false; and even at this moment, I do not consider myself interested to the amount of a single brass farthing against the fair claims of the administrators to recover, as there are lands first liable to such recovery, to ten times the amount, in value, of any possible recovery Breckinridge's administrators can ever have, to which I have no claim earthly. Nor is the insinuation that he could have swindled some honest purchaser (if I had winked at his imposition upon the court in misstating his case and obtaining a fraudulent decree,) out of the amount decreed him, by exposing to vendue the whole Iron Works property, under a decree perfectly void, founded in fact. No man, having 9,000 dollars, would have been fool enough to buy without examining the papers, when he must have detected the fraud. His whole pretence, therefore, that he has lost his debt or been delayed in its recovery, because his fraudulent decree was set aside, or that he has been prevented from recovering his debt, by any cause whatever, except his negligence and fraudulent suppression of papers, is basely false.

The next fabrication of the gentleman, which I will barely mention, is a statement that I, as attorney at law, brought suit for John Green, against his sister Letitia, when she was a widow, and turned her out of possession. This is stated to prove that I had not been the friend to her on other occasions, especially in rescuing her negroes, men, women and children, from the grasp of her husband's creditors, and perishing, in the dead of winter, in jail, as I had stated. Were this all true, it would have been perfectly right and just for me, as a lawyer, to have done what he states I did for Green, who was my general client, and from whom I have received, in fees, thousands. But, reader, this is also a fabrication, and Mr. Breckinridge uttered it knowing it to be false, with the record before his eyes, and with a perfect knowledge, independent of the record, that it was false! The fact is, that while I was Green's lawyer, and sued for him, every other person on his 6,000 acre survey, lying in Fayette and Bourbon counties, I refused to sue Mrs. Grayson, for which I was nigh an open rupture with Green, who threatened if I would not sue her, he would take his business out of my hands. I

told him to do so, if he pleased—that no consideration could induce me to bring a suit against her. He afterwards paid the fee of \$100 to Gen. Hardin, to sue her, which I had refused. For the proof of this, I again trouble the reader, to read the certificate of Mr. Hanna:

UNITED STATES OF AMERICA—Eighth Circuit Court, Kentucky District—Sct:

JOHN GREEN, demandant, against LETITIA GRAYSON, tenant—Judgment for demandant, in May, 1820, on writ of right.

I, John H. Hanna, Clerk of the Circuit Court for the District aforesaid, do certify, the declaration in the above named case is in the hand writing of M. D. Hardin, and signed by said Hardin as attorney for said demandant, and that R. Wickliffe was not marked as the attorney for said Green in said case. Witness, my hand, this 9th day of September, 1841.

JOHN H. HANNA, C. C. C. K. D.

By N. J. Porter, D. C.

From this it will seem that my friendship and regard for the sister of the reverend gentleman cost me 100 dollars, and has also cost the gentleman another sacrifice of truth; but as this is a sacrifice he often makes, he no doubt cares little for it.

The reverend gentleman, with a view to make an impression that his sister and himself were on good terms, and that her sagacity, at an early day, made me an object of her suspicion and dislike, pretended to quote from a private letter I wrote the gentleman in 1832, in which he makes me say that his sister had prejudices against myself. This I pronounce false. I think I never did or could have written to him any such thing, for so far as I know or believe, the reverse was the case with her, and the very last evening she ever spent in Lexington or its vicinity, was at my own house, where I entertained her as a relation and friend; and well do I recollect that when she was about to leave, and I asked her when I should again have the pleasure of seeing her in Kentucky, she replied, she knew not; that while she had many valued relations, and me and my family were among them, she was treated badly by some of her relations, and she was sorry to say her brother Bob was among them; that she was mortified to think that her husband could not attend her on a visit to her friends, without being pursued, as he was, by her uncle and brother, for Grayson's debts; that on the day before, a writ had been served upon General Porter, and she believed they were at the bottom of the business; that she had found out why it was that Robert was so importunate with her husband to pay Gen. Breckinridge, Grayson's debt; that Gen. Breckinridge had promised the money to him, if he could prevail on Gen. Porter to pay the demand he had against Grayson's estate—of all which I had a perfect knowledge, for the reverend gentleman had, but a few days before, applied to me to ride out to Cabell's Dale, to aid in influencing Gen. Porter to assume the payment of a large demand which Gen. Breckinridge held against Alfred Grayson's estate, stating that he had sold his land on Beargrass to his uncle, to be paid for, in part, out of the money to be received from General Porter, which his sister had promised him her husband should pay, but which she would not then consent he should pay. And this praying hypocrite knows he parted with that sister in such relations towards him, and I believe they were never changed during her life. His relations to her husband are not, or were not, when I saw Gen. Porter last, any better. But the gentleman has maliciously brought before the public his sister's name, with that of her relation, my late wife, with a view to force me to go into a detail of a separation between two early friends and relatives, and to effect his object, gave a garbled statement of my letter. I feel myself constrained to silence on that subject, except to declare that what separated them arose only from wounded pride on the part of one, and wounded sensibility on that of the other; and that although their intercourse was interrupted, I believe the kindest feelings and sympathies for each other's welfare were never for one moment suspended between them. I make this statement as a reason for my not condescending to notice, in detail, the gentleman's base attempt to make the impression that between his sister and myself there ever was one moment's suspension of kindness and courtesy. My letter to him was private, and told him what he personally knew; and, if he were

a gentleman, he would either keep it for his own eye, as a personal affair between him and me, or publish it entire, and not in garbled and false extracts.

As this gentleman has thought proper to unceremoniously bring up his sister's relations and mine, and, to make capital out of them, has stated positive falsehoods, I will, as a set-off, give the reader a statement that can be verified by record and written evidence. The father of the gentleman left two large bodies of rich lands, the one in the valley of the Elkhorn, and the other in the valley of Beargrass. Out of these bodies of land, each child was provided with a tract of rich and valuable land. The younger brother took his tract around the mansion and the grave of his father. Letitia, the sister, however, lost by an adversary claim, so much of her land as left her without a home, at all events without one equal to the lands allotted to the other children. James died childless, about the time Letitia lost her land; but instead of this trustee and brother offering her James' share, and throwing her little fragment left into the general fund, he, by various devices, attempted to pass off upon her, lands in Ohio and on Green River, of not only bad soil but disputed titles.

While Gen. Porter's papers were before me, I discovered a correspondence between him and the reverend gentleman, and perhaps his brothers, in which Gen. Porter suggests that Letitia or her heirs will be satisfied with James' share, and relinquish the fragment allotted to her. At this the gentleman took fire, and wrote that such an arrangement could not take place; 'for,' says this pious son of the church, 'I never can consent that that tract which contains the mansion and grave of my father shall be possessed by any but a descendant of my father, and such descendant must bear my father's name.' On reading this letter, I was brought to doubt whether the being, at last, amidst his evil propensities, had not some ennobling quality. I thought that I saw plainly that his intentions were that the son of the elder brother, bearing not only his grandfather's name, but very much his impress, should, by the assent of all, take it and perpetuate the remembrance and guard the bones of his parents. But, reader, judge my surprise, when Gen. Porter, seeing me pause after reading the letter, said: "Sir, what think you of that, when I tell you that *that* man has actually sold his interest in his father's mansion and this tract of James' over his mother's head!" Yes, reader, believe it—this pious son, who charges me with avarice, after playing off upon his brother-in-law this *pious hoax* about his reverence for his father's home and grave, has, for the mere love of gold, sold over the head of his mother, his interest in the very house in which he was born! Had he done this before he plundered his aunt of Brædalbane, and before his father-in-law made him rich, the world might excuse him; but, to his shame, when rendered affluent, he, to get more money, sells the home of his mother, she living and giving him white washing certificates; and, for the same love of money, as far as depends on him, the sun of Cabell's Dale is forever set; the gardens and orchards laid out and planted by his father, will pass into stranger hands; and the elder male of the eldest son, instead of reviving the glories of Cabell's Dale, may wend his way to Iowa, or some new region, for a home, bearing off from the State and from the family the image and the name of John Breckinridge! Now, gentle reader, is not Mr. Robert J. Breckinridge a beautiful creature to charge me with the love of gold, when he has literally sold the bones and ashes of his mother, father, sister and brother; for although he reserves the right of way for his father's descendants to visit the grave yard, yet who of them will ever tread across the freehold of another to the graves of their illustrious ancestry! The reservation is a piece of hypocrisy. He cared not for his father's grave. It was the cash he wanted when he sent his sister into Ohio for land, and it was cash he wanted when he sold his interest in James' estate!

I am wearied with noticing the gentleman's personalities, I think I have proven Mr. Breckinridge, in too many ways, and that by public records and written evidence, to be destitute of veracity, for it to be necessary for me to deny or refute more of what he has said of me. I have already written and said too much for the reader's appetite for

things merely personal. Yet, the reader may ask me to account to him why it is that Mr. Breckinridge has been so elaborate in trying to prove by his mother, by his brother-in-law, by his brothers, and by his old tutor, Dr. Marshall, that I have erred in my statements about matters of so little concern to the public. I answer, that he made those little issues (such as whether I visited his father's at his burial, or ever saw him while he was sick, or ever had a family intimacy with his father,) because from their insignificance and long standing, they would be difficult of proof, and if from death or otherwise, I failed to account for the minutest transaction by proof, he would be in some measure revenged on me for the ravages I made upon his veracity at the court house when he dared to meet me face to face, and to utter falsehoods that he supposed I could not detect, a few of which I will state, that the reader may the better comprehend the gentleman. For instance, the gentleman set out by denying that he had ever said that the descendants of female slaves, in Kentucky, born since the constitution was formed, were not slaves under the constitution. I proved that he had said so from under his own signature published in the Reporter in 1830. He denied that he had ever contended that the Legislature could set such slaves free without paying the owners. I proved this false from the same publication. He declared that I was the only man in America who had ever charged him with abolitionism. This I proved false, from page 108 of his very "literary and pious" Magazine, of March, 1838, where he himself published that he was charged with abolition by the Rev. Mr. Hutchison, a Presbyterian Parson, of Petersburg, and by Thomas Shore, Postmaster, at the same place, and by referring to the fact that the citizens of Petersburg had burnt his books upon the public square, for containing abolition doctrines. He denied that the General Assembly of the Presbyterian Church had ever considered of the subject of universal emancipation. I proved this statement false, by reading a statute or resolution of the General Assembly, passed in the year 1818, denouncing slavery as an evil politically, morally and religiously, and declaring it to be the duty of all Christians to do their utmost to abolish it. The parson denied that he had ever encouraged the British to interfere with negro slavery in America, but stated that when in Europe he had denied their right to do so, and had in all his public acts and speeches, vindicated the slaveholder's rights. I proved this false, by reading from his Glasgow speech, published by himself, as followeth:

"Mr. Breckinridge said he had no intention to attempt a mitigation of their hatred of slavery, and if at some future time he should meet, in America, any one then present, he would prove to them by the friendship of those who loved and respected him, and the opposition of those that did not, that he hated slavery in itself, as much as any of those present could do so. I am a man, said he, and consider nothing that relates to man foreign to me. He did not wish them not to interfere with America. He admitted their right to interfere. The sending out agents, he said, was one of the great lines of operation attempted upon the Americans. He declared in the presence of his God, that there was hardly a man in the free States, who did not wish the world rid of slavery, and he believed the same of large minorities in the States in which slavery existed."

He denied that the Presbyterian Churches in America and those of Scotland had ever held any communications with each other, through messengers, on the subject of slavery. To prove this false, I read from his own speech, where he exclaims:

"Why need you be deceived? You have sent four messengers from your churches to ours, and I am now the fourth messenger sent from our churches to you; and is the voice of one rash and passionate man to overbear the voices of the remaining eight, when of the whole nine he alone handled money in the transaction, and he alone was unsent by the churches? History sheds on this subject a broad and steady light, and sheds one unchanging lesson—domestic slavery cannot exist forever—terminate it must—witness St. Domingo!"

These, with many other palpable contradictions to the gentleman's statements at.

the Court-house, most assuredly required an answer, but how could he answer? His own speeches were the witnesses against him, that he had gone over to Europe, had made efforts to supersede George Thompson, had explained to the English nation why he would not do, and advised them not only to change their man, but also their mode of operation upon the tenure of slavery in America. Yes, the reverend orator cheered them with repeated assurances that nearly every man in all the free States, and that large minorities in the slave States, were doing all they could in aiding them in their operations through their agents and messengers sent to stir up the non-slaveholders and the slaves against the masters. Nor did the pious Doctor Breckinridge forget to complain that Thompson got all the money in the transaction. With these things unexplainable, it is easy to see why the gentleman has attempted to draw off the public mind from what interests the public, their property and institutions, to myself.

I trust I have satisfied my friends and all impartial men again, that he is not only a reckless slanderer, but an abolitionist; but, for the eye of the religionist, and particularly for the eyes of the Presbyterians of the Synod of Kentucky, I feel myself called upon to publish a part of the proceedings of the Synod of Kentucky, for the year 1833:

"OVERTURE No. 1, on the subject of slavery, postponed from last synod, together with a substitute then offered, were read; when it was agreed that the substitute be now considered. It was as follows:

RESOLVED, That in the view of this synod, slavery, as it exists within our bounds, is a great moral evil, and inconsistent with the word of God, and we do therefore recommend to all our ministers and members who hold slaves, to endeavor to have them instructed in the knowledge of the Gospel; and to promote, in every peaceable way, the interests of the Colonization Society; and to favour all proper measures for gradual voluntary emancipation." pp. 28, 29.

"The following preamble and resolution was offered and adopted:

Inasmuch as in the judgement of this Synod, it is inexpedient to come to any decision on the very difficult and delicate question of slavery, as it exists within our bounds, therefore,

RESOLVED, That the whole subject be indefinitely postponed.

Yeas 41, Nays 36, Non-Liquet. 1. p. 31."

The above is a true copy from the minutes of the Synod of Kentucky, vol. 5, for the year, 1833, at its session in Lexington, October 9th, of said year.

Lexington, Sept. 15, 1841.

Attest—R. DAVIDSON,

Stated Clerk of Synod.

DEAR SIR:—On an examination of the records of the Synod at its sessions in Lexington, Ky., in 1833, it does not appear who was the mover of the substitute, but that the Rev. R. J. Breckinridge advocated it with great zeal I was informed by those who heard his speech. I was not a member on that occasion, but feeling a deep interest on that particular subject, I attended as closely as I could, and at the close of the discussion, whether before or immediately after the vote was taken I cannot be positive, the Rev. R. J. B. arose about the centre of the house, took his hat, and marching down the aisle, said, with an audible voice, "God has left you, and I also will now leave you, and have no more correspondence with you." And from that time to this, he has, as far as I know, kept his word. His brother, the Rev. W. L., was at the time, the Moderator, and called order repeatedly, but the Rev. R. J. marched heedlessly on. This is a true statement of what I saw and heard.

September 16th, 1841.

JAS. LOGAN.

Here is a fine specimen of the gentleman and parson. A resolution is offered that negro slavery is contrary to the word of God. The Synod, after two years deliberation, at their meeting in Lexington, in the year 1833, by a close vote, postponed its consideration, when this young scion of your church, on whom the pin feathers of religion had not had time to grow since he quit the Faro banks, takes up his hat, struts down the aisle of your Church, crying aloud to the whole Synod, "God has left you, and I also will now leave you and have no more correspondence with you!" This is your pious parson, Presbyterians, that tells you I am the enemy of your Church. Have I ever said thus much of you? True, he has called me many hard names, and made me bad enough, but not half so bad as he has declared you to be. In the presence of the Synod, before the fathers of the church, and the ministers of your holy religion—in the presence of the gazing crowd of bye-standers, he denounces you, one and all, of the Kentucky Synodical body, God-forsaken wretches, and declares as God has forsaken you, he will hold no farther communion with you—and all this because you would not, at his bidding, vote that all slave-holders were God-forsaken wretches, living under the curse of sin, and if dying so, must go to hell, of course. Is it so then, that you still cherish this man in your bosom? Is it true that you stand all this, and still nurse the viper that has stung the church as well as the Kentucky Synod, with his withering venom. Where, where is the Presbyterian church, and who has caused its desolation? Where are the venerable fathers, the Clelands of the church, that stood prominent as pillars of the Presbyterian religion? Are they among you? No, they are driven from the church of their fathers, by this being who denounces you, (even you that he stirs up against me), as God-forsaken and unworthy of his association! You have suffered this Ishmael to stir up broils among you, and set Presbyterian upon Presbyterian, until the war rages from Maine to

New Orleans—a war of extermination, and the question is, which of the great divisions of the church shall annihilate the other.

You are now too much engaged with the gentleman at your head, to attend to the Catholic war he waged for you. But, as many of you, your wives and daughters are somewhat interested, I present you with a specimen of your pious clergyman's talents at misrepresentation, and I still hope there are many pious Presbyterians who will condemn it as I do. I also wish, in presenting this piece to the public, that the citizens of Lexington, as well as other Christians, may know what an impious wretch is fostered and permitted to preach in the Churches of the living God, in this city. In the gentleman's Magazine, of March, 1838, the religious public will find the gentleman, under his own authority and word, publishes as followeth, of the city of Lexington:

AN UPROAR IN MISTAKE,

OR BISHOP PURCELL'S FIRST KENTUCKY CONSECRATION.

About the beginning of December last, there occurred at Lexington, in Kentucky, one of those indescribable scenes, which a sudden and causeless panic sometimes produces, and by which the long projected, and carefully got up show, of consecrating a papal chapel, was turned into a most uproarious affair. Nobody was seriously injured, as we have reason to believe. Multitudes had hearty laughs afterwards at what befel them there; and this good resulted from the threatened evil, that the whole affair became a subject of ridicule, instead of an engine for promoting papal influence in that delightful town. We will recount the matter, out of lack of capacity for more weighty business, during an hour of bodily and mental lassitude.

In an outlot of the town there did indeed stand a small chapel, where a few Romans, as the people called them, met in shy privacy, once in a year or two, and there went through certain queer facings and wheelings which made the boys wonder. And there were a few, but very few people—decent, but only a handful—old Mr. Tibbats the baker, old Jerry Murphy the constable, old Mr. Hickey the whitesmith, and a few others, who privately professed this uncouth faith.

Thus matters stood, for a long, long time. At length, about six years ago, the papists seem to have made a simultaneous movement all over the country, and the city of Lexington was one of the selected fields of their labors, for converting back the American people to king craft, priest craft, and we know not what besides. Suddenly there appeared there priests and nuns in any desirable quantity. How strange it is, these priests and nuns should forswear each others society and yet constantly stick together—renounce each other's company and yet never be found apart! But no matter. They came to Lexington merely to do good. Were so anxious to nurse the sick; so devoted to orphans; so eager to teach schools; that is, however—and it is very odd, only to care for protestant sick, feed protestant orphans, and teach protestant schools.

In the twinkling of an eye, all things were changed. Those who were secret Romans before, came openly forth; those who were luke-warm, became bold; those who were careless, became excessively pious, particularly after grog-time of day. Property which was supposed to belong to Mr. Such-a-One, was found to have always been the heritage of the church; accommodations for the sisters, and possibly for a few others not so certainly sisters, were at once erected, and arrangements made to erect a new church in the town. This is all the common course of things—only at Lexington, after all the raking and scraping, not half enough Romans could be got to fill the little old house in the back lot as you went the back way to Fowler's garden; and therefore, a big chapel, erected in the city, and holding itself forth with much pretension, could be, of course, only an engine for proselyting, of rather more than ordinary boldness. However, so the affair was. And what with contributions coerced out of liberal protestants on false pretences, and taxes levied on the faithful throughout that diocese, and alms contributed by the Leopold foundation, and other foreign associations—the chapel at last approached its completion, and in the autumn of 1837, the grand event of its consecration was to occur.

This whole matter of religious juggling is to us, a great barbarism; doubtless we are great barbarians to it. But the idea of baptising a bell, sanctifying a house or a grave yard—blessing cups and plates, pow-wow-ing over bits of ware or nettle, and such nonsense, is too silly to amuse grown children with—and worse than ridiculous, when used as a means of pleasing God, and obtaining his favor. The Romans at Lexington thought otherwise, and we are clear for their right to think as they please; only give us also our right to think of their thoughts with the same freedom.

In due time, all their arrangements were made. The chapel was fixed off, all just so. The doll-babies all dressed up—the long white sticks, with wax ends, all set about the altar, to give light in the day time. The little boys and their bells to jingle, and their crimped white overshirts, as nice as could be. Every thing prim and snug; and all the sisters dying with anxiety, and all the fathers chuckling at the coming glorification. The music and the machinery to praise God withal, tried and re-tried; all right; every part practised; all perfect.—Alas! that even the consecration of a chapel should be subject to chance and fear! Alas! that the best concerted schemes should be liable to derangement—yea, to sad and signal failure!! Time and tide pause not on their ceaseless course. The eventful day at last arrived. The musicians were at their posts. The fathers were in their best array of white and red, and scarlet and violet, cut into all sorts of fantastic shapes. The people streamed into the chapel, and filled it full, jam, cram full. In came the gang of operators, boys, lads, men; white, parti-colored, red; deacons, priests, and the Bishop John of Cincinnati at their head—in they came, all bowing and scraping towards the long white sticks with the wax ends—and all dodging and capering like ducks in a thunderstorm. All looked their prettiest; and at their head Bishop Purcell, as we have said, demure and prim as his "princely grace" himself of Vienna, who about that very time, got his cis-Atlantic brother "successor" of the Apostles into so sad a scrape about those naughty

Ohio free schools. By-the-bye, speaking of successors, we incline to think, Bishop Purcell has exhibited better evidence of being Peter's successor than most of the Popes of Rome ever did. We mean not his successor as Apostle, nor preacher, nor christian; but as to the fact of being caught in a tremendous say-one-thing-to-day-and-another-to-morrow! Few popish Bishops show much resemblance to converted Peter. Bishop Purcell seems very like Peter, when denying with oaths, his own words and deeds! But we wander. The house is full, and the scenes are begun. The censors are lighted; the doll-babies are getting smoked; the incense is rising in clouds as they passed down the crowded aisles. A chap in the gallery seeing the smoke, shouts FIRE! A centinel fixed aloft to sound the bell at the proper period, in hastening up or down, broke a round in a ladder at the very moment, and fell heavily against a stove pipe in the gallery. The gallery is falling! Fire! The gallery is falling! Fire! Fire! The scene that followed beggars all description. We will only attempt to give an impression of some portions of it. The crowd rushed down the aisles, down the gallery steps towards the outer doors, over each other, upon each other, pell mell, man, woman and child--white, black and yellow, gentle and simple, rush, rush, rush! Fire! the gallery is falling! Bonnets are twisted awry--down shoulder pads, and mutton leg sleeves are mashed up--satin slippers are bad protectors for toes under other peoples' heels--fine fabrics that were dresses, are hardly to be called so now. Skin for skin, saith Job, "all that a man hath" (yea, and the ladies too, even their finery) "will he give for his life." Mr. J. ran and jumped through a window. Miss W. mounted the window sill, and in the ecstasy of terror, patted juber. Mrs. B. was thrown down and walked over, in defiance both of prayers and other somewhat different remonstrances. Mrs. V. standing on the back of a pew, was knocked head foremost overtwo, into the third. The Misses S. were shocked into stupor, by the want of calmness in others. And Jake Hostetter declared, that when he was squeezed through the front door, a pile of women five feet high, was lying before it. But where were the reverend fathers? Their instant and universal impression seems to have been, that it was all a premeditated affair--and that a protestant mob was about to Lynch the whole brotherhood. A guilty conscience needs no accuser. In this idea, the head shepherd, played the hiring and put off. "Holy Virgin Mary," cried Bishop Purcell, "pity and save us;" and suiting the action to the word, he made himself scarce through a side door, and was seen no more. One priest, still more alarmed, it was said, escaped from the house, and was caught half deranged with fright, and half dead with the unusual labor, puffing and running, in full canonicals, in the suburbs of the city, and with great difficulty was soothed and brought back. A third, perhaps the incumbent of the place, more resolute began a harangue to the protestant spectators, who composed at least nineteen twentieth of the audience, the purport of which, was to remind them, that they at least, were in no danger--as dogs never eat dogs--and therefore protestants would not mob protestants. We grieve to say, the inference did not commend itself to the affrighted multitude. But Col. S-----, taking the idea, possibly from the priest's attempt, came forward into the chancel, and would have mounted the pulpit, in order to speak to the people, and restore order. Sacrilegious attempt! Vain thought! It was a consecrated pulpit, that far the work was completed; and better let the whole perish than permit a heretic to set foot in that holy place, and boldly and successfully did the father resist the unbelieving protestant; and onward raged the storm. Impelled by a similar idea, a German musician in the gallery leaned over the rail and began to shout in a lingo which nobody comprehended, that there was nothing to be feared; but his looks, gestures, and tones, betokened that every thing was to be feared. Whereupon the fright only the more increased, and when, as a last resort the orchestra struck up its various and discordant tones, to soothe and quiet, or at least disenchant the crowd of its terrible panic, the uncertain sounds, frightful and unlooked for, augmented a confusion, now thrily unfounded.

At length however, the terrible scene passed off, one by one, through doors and windows, the gaily dressed crowd sallied forth rumpled, agitated, and fatigued. And when the last had escaped, it was found, but apparently not before, that the house was not burned, and that the gallery had not fallen!

First came the hour of inquiries. And like the formal report of a Colonel, when the army lay at Norfolk during the last war, this contest, like his, resulted in there being--killed, none; wounded, none; missing, none! Frightened to death, and befooled out of their wits, almost all!

Now, Christians, in sober seriousness, if a preacher can write such falsehoods to abuse and mortify a city, to vent his venom upon an unoffending Christian community, and still hold fellowship with Christians, what will worldlings say of christianity? Will they not think that religion is like the parson's tale, all a hoax? When a pious, prayerful parson calls the Apostle Peter a perjured liar, what will an unconverted man think of this head of the church, and the church itself, if Christ delivered the keys of salvation to a perjured liar? And you, people of Lexington, what think you of the parson's describing Miss W. as playing the negro weach and patting juber to the assembled multitude, whom he figures forth as a crowd of negroes at a negro dance? And say, you sons of chivalry, why have you been silent while an aged and venerable, but desolate widow of one of the first men of the nation, and she of perfectly pure character, the daughter of a patriot and the sister of patriots, is bruited in the parson's Herald of slander, and held up to the world as a subject of ridicule and of vulgar mirth? Who is this Mrs. V., that she figures with Jake Hostetter in the gentleman's pious Herald? And, citizens of Lexington, how do you stand by and allow this forger of tales to hold you and your fellow-citizens, your wives and your daughters, up to scorn and derision? And you, religious of all orders, how do you extend to this being the hand of Christian fellowship, when you have read this, and know full well, that the whole tale of the flight of the Bishop and of the clergy; in fine, that the piece is a mass of corrupt and malignant falsehoods. While you tolerate these falsehoods and slurs upon the ancient church of Christ, are you not doing irreparable injury to all religion? The Catholics are Christians; their church embraces nearly three-fourths of the christian world, they have in past ages been the founders of Christianity and civilization; they fought the battles of our independence, side by side with Protestants; they are our fellow-citizens, and deserve to be treated as

ourselves--and yet has this scorner held up the whole city of Lexington, as well as Catholics, to scorn and derision!

And this is the man who arraigns me, and who, even in Lexington, has found his aiders and abettors. I have again laid him bare before an impartial world. I have stripped him of all claims to character or truth, and now hand him over to the scorn and contempt of the honest man, and to the abhorrence of the real Christian.

Your fellow-citizen,

R. WICKLIFFE.

ADDENDA.

I have felt it due to the high character and chivalrous spirit of the Hon. JOHN ROWAN, to add the following letter which he has done me the honor to write me, on seeing that the reverend gentleman had taken leave gratuitously to use his name. It was my original intention not to notice the vile insinuation of the parson, that I had, on sundry occasions, particularly in the case of Mr. Rowan, like himself, played the poltroon. In the other cases mentioned, the gentleman referred to some persons that I scarcely knew; to some with whom I never had a difference in all my life; and to some from whom I could not have accepted a defiance, without disgracing myself by the acceptance; but from neither had I ever an application for a duel. Indeed, Mr. Rowan is, according to my best recollection, the only man, among the living or dead, that ever called on me for honorable satisfaction. This, as an honorable man, I was not at liberty to refuse. It is now nearly thirty-five years since our misunderstanding was, in the presence of our mutual friends, (as honorable and brave men ever settle such controversies,) adjusted. Our friends have both passed to the grave, which deprives us of the only evidences that in the affair neither of us desired nor would have accepted other than honorable terms of accommodation. If, at this time of life, any thing was wanting to prove him to have been chivalrous and brave, the honorable testimony he has been pleased to give of the conduct of his adversary, will, with all honorable and brave men, be conclusive evidence. Ever since the affair alluded to happened, the personal relations between Mr. Rowan and myself have been friendly; but from youth to old age we have been opposed to each other in politics. This gave the gentleman some hopes that he would find, in the public credulity, a point on which he might impress his slander. But the creature reasoned from a false basis, he consulted his own corrupt and cowardly heart, and reflected what he would do, were he in Mr. Rowan's condition. Mr. Rowan's letter is as follows:

LOUISVILLE, November 30th, 1841.

DEAR SIR:

Having, within a few days past, thrown my eye over a publication of the Rev. R. J. Breckinridge against you, I was surprised to perceive that he had introduced my name, in reference to a dispute which occurred between you and myself more than twenty years ago, and insinuated strongly, that in the adjustment of that dispute, which took place very shortly after its occurrence, you had displayed a disreputable pusillanimity. It occurred to me, that it was alike due to you and to myself, to declare that throughout that unpleasant affair, you maintained the post and bearing of an honorable man; and that it was settled, and animity restored between us, without the slightest disparagement of your honor or chivalry. I had not thought of the matter for many years, and never, since the adjustment, injuriously, in reference to you.

You can make any use you please of this communication.

ROBERT WICKLIFFE, Esq.

Very respectfully, yours,

JOHN ROWAN.

As I have spoken of my refusal, (on being satisfied that the claim set up by the heirs of Mr. Breckinridge to Mrs. Meredith's land, was unjust) to proceed farther against her, though urged to do so by her nephew; and as I have also declared that if I had discovered the original bond between Walter Beall & George Nicholas and John Breckinridge, (in which John Breckinridge expressly stipulated that he would never look to Walter Beall, if the 600 acres of land on the Kentucky river was lost,) I would have done as I did in the Meredith case, that is, refused my aid in forcing the debt of £1000, claimed to be due by reason of a failure of title in the six hundred acre survey, I deem it proper to explain not only what I did, but what I considered myself at liberty to do. First, I do not wish to be understood as claiming the right of a lawyer to abandon his client whenever he discovers he has an unjust cause, but that he is, notwithstanding such opinion, bound by his contract to his client, until he completes the service he has undertaken, so long as his client deals fairly with him. When I brought the ejectment against Samuel Meredith, I had nothing before me but the mortgage and the statement of Cabell Breckinridge that Meredith was in possession and refused to give it up. I brought the suit and obtained the judgment, when Sam'l Meredith filed a bill. In this suit I was also engaged for the heirs, and succeeded. After its terminus, Mrs. Meredith (whom I well knew to be not only a woman of perfect veracity but of exemplary piety,) sought an interview with me at my own house, and stated not only the facts stated in her bill, but others connected with the transaction, which, together with what was proven in the Sam'l Mere-

dith case, convinced me that the claim was a most iniquitous one, and that all that was wanting was an able counsellor to file a bill for her to have the trust declared. Yet, while I had discharged my obligations to the Breckinridges, I could not, as an honorable man, give her counsel as to her rights. But I had a right to refuse any new engagements against either Breckinridge or Meredith. Thus, when Mr. Breckinridge first spoke to me to bring suit against S. Meredith, I refused, and he employed Mr. Chinn to bring his suit for profits. The death of Meredith abated that suit, and as the law then stood, put an end to all remedies for the mesne profits and trespasses complained of. It was between the death of Meredith and the obtaining of the release of Mrs. Meredith, by the reverend gentleman, that he again applied to me to sue his aunt for the mesne profits, trespass, &c., and with much earnestness urged the claims of himself and the other heirs on me to act as counsel. This I positively refused to do. At this time, it seems, Mr. Barry had brought suit for Mrs. Meredith, to have the trust executed, of which I never was informed, until I found the bill and release of Mrs. Meredith, which I have already exhibited. And, I doubt no more than I do that she was greatly overreached in giving the release; that the parson told her that I had consented to, and had actually brought an action against her for trespass and the mesne profits. The reader may ask, why do you say this? I answer, first, because it was necessary to frighten her in some way; and, secondly the man who would state one falsehood to do so, would not hesitate to state another. The reader has seen that in the face of the release, Breckinridge agrees to dismiss his action of trespass and for rents and profits, when in truth neither he nor his father's heirs had such action depending, and when I had told him, what every lawyer knows, that he could maintain no such action against Mrs. Meredith. I knew Mrs. Meredith well, and although in her domestic intercourse she was sensible and accomplished, she was ignorant of law and the usage of courts, and easily persuaded to believe that a case in court would be decided more from the ability of the lawyer than its merits. Her brother and husband were dead, and if her brother's heirs had engaged myself, on whose friendship, in ordinary cases, she could rely, and on whose ability I know she placed a very high estimate—much, very much too high—she felt herself without protection, and at the mercy of the parson, and thought it better to lose her land, than to risk the land and ruin for back rents, and thus signed the fatal deed that took from her and her children forever, her claim to the land.

In the prosecution of the claim against Beall, I believed the only question was his capacity to make the mortgage, and I acted upon the principle that whether he was insane or not, he owed the thousand pounds, and ought to pay it. But the discovery of the original bond and the testimony now show that not a cent was due Mr. Breckinridge, and that Beall was a lunatic when the mortgage, in which Beall acknowledged the thousand pounds to be due, was executed. This is now the naked state of the case. If Mr. Breckinridge were alive, he might, and I hope would assign at least a claim that would satisfy an honorable mind for his conduct. I have ever cherished for him, while living, and for his memory, since his death, the highest veneration; and nothing but to defend myself and an injured brother from the slanders of Robert J. Breckinridge could have induced me to lay bare the claim on which I have been the unfortunate instrument of wringing from Beall's devices and others, for the heirs of John Breckinridge, nearly three thousand pounds!

The reader will have observed that Mr. Breckinridge insinuates in his book that Charles A. Wickliffe had, by his improper conduct, in running up Ormsby's lot, given his father's heirs all the trouble, difficulties and delays they had to encounter, and that he had done so to relieve his own lot from the mortgage, to refute which I first filed Cabell Breckinridge's letters, agreeing in no event to sell his (Charles A. Wickliffe's) lot, and I have been further compelled to file the original agreement between Beall & Breckinridge, in which Breckinridge agrees to take the six hundred acres of land, without recourse to Beall, in any event whatever; and then the depositions showing Beall's condition when the mortgage was taken from him. To prove how necessary it was for me to advise the employment of my brother, and to so distribute the losses as to prevent a combination of the lot-holders against Breckinridge's claim, the plan I devised was carried out, and about three thousand pounds realized to Breckinridge's heirs, upon as iniquitous a claim as the world ever witnessed, so far as the papers now shew. In the employment of Charles A. Wickliffe, I knew I should deprive him of a better fee from the citizens of Bardstown, and that I should cause him to incur the ill will of Beall and perhaps others, but my friendship for the Breckinridges induced me to do it. He had been raised among and honored by the people of Bardstown and its vicinity, and was the school-fellow and cotemporary of young Beall; yet on my request, (being his oldest brother,) he consented to forego his chance for better fees and good will from his neighbors, and engaged for the Breckinridges, not as agent, but as counsel. But when the day of sale came on, Cabell Breckinridge saddled him with the entire agency, he failing to attend, and thus placed my brother in the unenviable condition of following the cryer or bell man throughout the town of Bardstown, as bidder and agent for the complainants, bidding for and buying (over the heads of his neighbors and constituents,) their houses, until he brought into the Breckinridge fund full six thousand dollars, besides four thousand acres of land. This I know he did because he was younger than myself, and knew not how to refuse my request: and in the act he incurred the enmity of Samuel Beall and Peter B. Ormsby, which ended only with their lives. And yet, for this service, he has received no compensation but the base insinuations of the slanderer that he had abused his trust, and a lot not worth fifty dollars, for which I have credited (and the reverend gentleman has accepted the credit) two hundred and sixty-five dollars; so that in point of fact, the reverend parson has, for the whole services performed by myself and my brother, paid not one farthing, and I am \$265 out of pocket.

R. W.

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